



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY					
BID NUMBER:	99 / 2021	CLOSING DATE:	14 JANUARY 2022	CLOSING TIME:	12H00
DESCRIPTION	COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS AND WHEN THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO 6 OF 2004) READ TOGETHER WITH LOCAL GOVERNMENT : MUNICIPAL PROPERTY RATES AMENDMENT ACT,2014 (ACT NO.29 OF 2014) FOR THE PERIOD OF THREE 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					
POSTAL ADDRESS:					
PRIVATE BAG X 2596, MAKHADO, 0920					
STREET ADDRESS					
CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	MR RV PHALANNDWA
CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3295/3296
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	rudzanip@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

**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, 2017, 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									
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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:



MAKHADO LOCAL MUNICIPALITY

Tel: (015) 519 3000 Fax: (015) 516 1195 Private Bag X2596 Makhado 0920

TENDER NOTICE

All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents non-refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Centre, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za

BID NO:	DESCRIPTION	AVAILABILITY OF BID DOCUMENT	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
86 of 2021	Refurbishment of fix waste drop-off points within Makhado municipality area	24 November 2021	80/20 preferential points	CIDB Grading 02GB or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. MJ Mokgaga at 0155193000	File No. 9/3/2/1843 Notice No. 167/2021	10 December 2021 at 12:00pm
87 of 2021	Refurbishment of Tshikote Community hall	24 November 2021	80/20 preferential points	CIDB Grading 03GB or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. MJ Mokgaga at 0155193000	File No. 9/3/2/1844 Notice No. 168/2021	10 December 2021 at 12:00pm
88 of 2021	Supply, delivery of material, labour and construction of concrete palisade fence at Tshikote Community hall	24 November 2021	80/20 preferential points	CIDB Grading 03SQ or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. MJ Mokgaga at 0155193000	File No. 9/3/2/1845 Notice No. 169/2021	10 December 2021 at 12:00pm
89 of 2021	Supply, delivery of material, labour and construction of concrete palisade fence at Evilles swimming pool	24 November 2021	80/20 preferential points	CIDB Grading 03SQ or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. MJ Mokgaga at 0155193000	File No. 9/3/2/1846 Notice No. 170/2021	10 December 2021 at 12:00pm
90 of 2021	Supply, delivery of material, labour and construction of concrete palisade fence at westerval Regional Office	24 November 2021	80/20 preferential points	CIDB Grading 03SQ or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. MJ Mokgaga at 0155193000	File No. 9/3/2/1847 Notice No. 171/2021	10 December 2021 at 12:00pm
91 of 2021	Supply, delivery of material, labour and construction of concrete palisade fence at Muzewani Community hall	30 November 2021	80/20 preferential points	CIDB Grading 04SQ or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. MJ Mokgaga at 0155193000	File No. 9/3/2/1848 Notice No. 172/2021	14 December 2021 at 12:00pm
92 of 2021	Supply and delivery of trailers for Makhado local municipality	30 November 2021	80/20 preferential points		Acting Director Technical Services: Mr. MG Raleshuku or Ms. M Ramaru at 0155193000	File No. 9/3/2/1849 Notice No. 173/2021	14 December 2021 at 12:00pm
93 of 2021	Supply and delivery of 3 x50litres Fuel Tanks for Makhado local municipality	30 November 2021	80/20 preferential points		Acting Director Technical Services: Mr. MG Raleshuku or Ms. M Ramaru at 0155193000	File No. 9/3/2/1850 Notice No. 174/2021	14 December 2021 at 12:00pm
94 of 2021	Appointment of electrical contractor to Supply and erection of high masts lightning structures in Town Parks	30 November 2021	80/20 preferential points with functionality	<ul style="list-style-type: none"> Be in possession of a valid ORI-NVS certificate, with modulus 1 to 10 or HVC-level 04. Certified copy of CIDB grading 03EP or higher. A certified copy of a valid wireman's license A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or me (installation or master electrician) number. 	Acting Director Technical Services: Mr. MG Raleshuku or Mr. TM Matodzi at 0155193000	File No. 9/3/2/1851 Notice No. 175/2021	14 December 2021 at 12:00pm
95 of 2021	Appointment of electrical contractor to upgrade wooden poles to concrete poles for 22kv line to Emma Substation.	30 November 2021		<ul style="list-style-type: none"> Be in possession of a valid ORI-NVS certificate, with modulus 1 to 10 or HVC-level 04. Certified copy of CIDB grading 03EP or higher. A certified copy of a valid wireman's license A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or me (installation or master electrician) number. 	Acting Director Technical Services: Mr. MG Raleshuku or Mr. TM Matodzi at 0155193000	File No. 9/3/2/1852 Notice No. 176/2021	14 December 2021 at 12:00pm
96 of 2021	Appointment of electrical contractor to upgrade wooden poles to concrete poles for 22kv line to industrial line	01 December 2021	80/20 preferential points with functionality	<ul style="list-style-type: none"> Be in possession of a valid ORI-NVS certificate, with modulus 1 to 10 or HVC-level 04. Certified copy of CIDB grading 03EP or higher. A certified copy of a valid wireman's license A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or me (installation or master electrician) number. 	Acting Director Technical Services: Mr. MG Raleshuku or Mr. TM Matodzi at 0155193000	File No. 9/3/2/1853 Notice No. 177/2021	10 January 2022 at 12:00pm
97 of 2021	Supply, deliver and commissioning of 3 X Voltage regulators at Tshikote	01 December 2021		<ul style="list-style-type: none"> Be in possession of a valid ORI-NVS certificate, with modulus 1 to 10 or HVC-level 04. Certified copy of CIDB grading 03EP or higher. A certified copy of a valid wireman's license A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or me (installation or master electrician) number. 	Acting Director Technical Services: Mr. MG Raleshuku or Mr. TM Matodzi at 0155193000	File No. 9/3/2/1854 Notice No. 178/2021	10 January 2022 at 12:00pm
98 of 2021	Appointment of electrical contractor to supply, deliver, install and commissioning of 10MVA Transformer (22000V/11000V) at Stubb Substation.	01 December 2021	<p>First stage 90% local production content</p> <p>Second stage 80/20 preferential points</p>	<ul style="list-style-type: none"> Only locally produced or locally manufactured transformers with a stipulated minimum threshold of 90% for local production and content will be considered. Be in possession of a valid ORI-NVS certificate, with modulus 1 to 10 or HVC-level 04. Certified copy of CIDB grading 4EP or higher. A certified copy of a valid wireman's license A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or me (installation or master electrician) 	Acting Director Technical Services: Mr. MG Raleshuku or Mr. TM Matodzi at 0155193000	File No. 9/3/2/1855 Notice No. 179/2021	10 January 2022 at 12:00pm
99 of 2021	Compilation and maintenance of the general valuation roll and supplementary valuation rolls as and when the supply of other valuation related services in compliance with the local government: Municipal Property Rates Act, 2004 (Act no 6 of 2004) read together with local government: Municipal Property Rates amendment Act, 2014 (Act no.29 of 2014) for the period of three years	01 December 2021		<ul style="list-style-type: none"> Attach certified copy of proof of professional indemnity insurance Certified copy of professional registration certificate with South African council for the property valuers profession. Attach audited annual financial statement for the previous three years (only for those who are required by law) 	Acting Director Development and planning Mr. RV Phalane at 0155193000	File No. 9/3/2/1856 Notice No. 180/2021	14 January 2022 at 12:00pm
100 of 2021	Panel of service provider to publishing notices and adverts on different newspapers for three years	01 December 2021	80/20 preferential points		Acting chief financial officer: NG Ratphaha or Ms P Mudau at 0155193000	File No. 9/3/2/1857 Notice No. 181/2021	14 January 2022 at 12:00pm

NB: NO COMPULSORY BRIEFING MEETING FOR THE ABOVE MENTIONED BIDS

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as mentioned above table.

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents e.g. CK
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database report.

NB:

- Service provider must submit their certified BBBEE verification certificate from verification agency accredited by South African National Accreditation system (SANAS) or sworn affidavit.
- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.
- The certification of the document should not be more than 3 months old.

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at tel no. (015) 519 3044/3024

Civic Centre
83 Krogh Street,
LOUIS TRICHARDT

MR KM NEMANAME
ACTING MUNICIPAL MANAGER



MAKHADO MUNICIPALITY

Vision: A dynamic hub for socio-economic development by 2050
Mission: To ensure effective utilization of economic resources to address socio-economic imperatives through mining, agriculture and tourism

ADDENDUM

Makhado Local Municipality is hereby issuing an addendum for an advert which appeared in Zoutnet (Mirror) newspaper dated 19 November 2021 and sowetan newspaper dated 19 November 2021

The addendum has issued to the following bids:

- **TENDER NO: 95 of 2021 APPOINTMENT OF ELECTRICAL CONTRACTOR TO UPGRADE WOODEN POLES TO CONCRETE POLES FOR 22KV LINE TO EMMA SUBSTATION.**
- **TENDER NO 99 OF 2021 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS AND WHEN THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO 6 OF 2004) READ TOGETHER WITH LOCAL GOVERNMENT : MUNICIPAL PROPERTY RATES AMENDMENT ACT,2014 (ACT NO.29 OF 2014) FOR THE PERIOD OF THREE YEARS**

NB: addendum has been issued for evaluation criteria

- 80/20 preferential points has changed to 80/20 preferential points with functionality

**File No. 8/3/2/1856
8/3/2/1852**

**MR KM NEMANAME
ACTING MUNICIPAL MANAGER**

**Notice No. 180 /2021
176/2021**

FUNCTIONALITY CRITERIA

Bidders will be evaluated for functionality in accordance with the following criteria and bidders who scores less than 70 will not be evaluated on the next stage:

Evaluation Criteria		Weight
Company Experience	<p>Bidder(s) must have an experience to compile mass valuation roll at about 10 different Municipalities with an overall (combined) of ± 150 000 properties.</p> <p>Letters signed by the Accounting Officers of the said Municipalities indicated above to be submitted as references or proof</p> <p>Bidder(s) to have knowledge or experience to import the General valuation roll on Municipal financial system layout field format of the municipality (Able to import the roll on the financial billing system of the Municipality)</p> <p>General ability to handle properties valuations appeals conducted by VAB. (06 Point per references or proof)</p>	60
Methodology	How the process in relation to the project will be done or unfold	10

Personnel / staff experience(s) (Attach organogram inclusive of curriculum vitae and certified qualifications)	The Company must have an Office and Staff members which amongst them are: PROFESSIONAL MUNICIPAL VALUER Be registered as an Professional Valuer, registered with South African Council of Professional Valuers (SACPV) (Attach organogram inclusive of curriculum vitae and certified qualifications) <ul style="list-style-type: none"> ✓ Over 10 years' experience (20 points) ✓ Between 5 and 10 years' experience (10 points) ✓ Less than 5 years' experience (5 Points) 	20
	NOMINATED PROFESSIONAL SUBSTITUTE MUNICIPAL VALUER Be registered as an Professional Valuer, registered with South African Council of Professional Valuers (SACPV) <ul style="list-style-type: none"> ✓ Over 10 years' experience (10 points) ✓ Between 5 and 10 years' experience (05 points) ✓ Less than 5 years' experience (2 Points) 	10
	TOTAL	100

MAKHADO LOCAL MUNICIPALITY

SPECIFICATIONS FOR THE PROCUREMENT OF PRIVATE VALUERS

LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT,
NO. 6 OF 2004

OBJECTIVES

- To clearly define scope of work and what is required from the valuer
- Clear understanding of what data is to be collected and maintained
- To allow for constant monitoring and quality control
- To involve the valuation process with public awareness
- To ensure data is fully protected
- To ensure compliance with the Promotion of Access to Information Act, Act 2 of 2000
- To improve valuation standards
- To ensure consistency in the valuation process resulting in equality and fairness to the rate
- To win rate payer's confidence
- To ensure that suitably qualified and experienced valuers are appointed
- To ensure cost effective valuations
- Development and maintenance of an ongoing data base

FORMS

The following forms must be completed, signed, and submitted as a complete set:

- FORM "A" -Form of Bid
- FORM "B" -General Undertakings by the Bidder
- FORM "C" -General Bid Conditions and Directions
- FORM "D" -Specification and Schedules

FORM "A"

FORM OF BID AND DECLARATION

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) READ TOGETHER WITH LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES AMENDMENT ACT, 2014 (ACT NO. 29 OF 2014) FOR THE FINANCIAL YEAR/S 1 JULY 2023 TO 30 JUNE 2026

DECLARATION:

To: The Acting Municipal Manager
Makhado Local Municipality

Sir/Madam,

I/We, the undersigned:

(a) Bid to supply and delivery to the Makhado Local Municipality all the services described both in this and the other forms and schedules to this bid.

(b) Agree that i/we will be bound by the specifications, terms, conditions, and proposals stipulated in the schedules attached to this bid document, regarding delivery and execution.

(c) Further agree to be bound by the conditions, set out in the attached forms hereto, should this bid be accepted.

(d) Confirm that this bid may only be accepted by the Makhado Local Municipality by way of a duly authorised Letter of Acceptance.

(e) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto.

(f) Declare that each page of the bid document and amendments thereto will be initialled by the relevant authorised person in order for the document to constitute a proper contract between the Makhado Local Municipality and the undersigned, on acceptance of the bid by the Makhado Local Municipality.

Signed at on this day of 2021

Signature of Bidder:

Name of Bidder:

Domicilium address:

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

As witnesses:

1. Signature..... Name in full.....
I.D. No.....
2. Signature..... Name in full.....
I.D. No.....

Where the Bidder is a Company, Corporation or Firm a duly authorised resolution must accompany the bid.

PLEASE NOTE:

- (i) Each page of the bid document and schedules thereto must be initialled by the relevant authorised person in order for the document to constitute a proper contract between the municipality and the Bidder.
- (ii) On acceptance of the bid by the municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- (iii) Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the bid liable to rejection.

DETAILS OF BIDDER

1.	FULL NAMES	
2.	IDENTITY NO.	
3.	PROFESSIONAL REGISTRATION NUMBER WITH SOUTH AFRICAN COUNCIL FOR PROFESSIONAL VALUERS	
4.	POSTAL ADDRESS	
5.	TELEPHONE NO.	
6.	FAX NO.	
7.	E-MAIL ADDRESS	
8.	CONTACT PERSON	
9.	CELL NO. OF CONTACT PERSON	
10.	PHYSICAL ADDRESS	
11.	VAT REGISTRATION NO.	
12.	TAX REFERENCE NO.	

FORM "B"

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITIONS:

- "Act" means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof;
- "Assistant Municipal Valuer" means a valuer as defined in terms of section 39 (2) of the Act;
- "Bid" shall include: the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto;
- "Bidder(s)" means the Bidder whose bid has been duly accepted by the Municipality;
- "Commencement Date" shall mean the first day following the signature date;
- "Data and Information" includes valuations, calculations, spread sheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this bid;
- Data Ownership: all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;
- Data Transfer: all data utilised and/or collected by Bidder including that of the data capturers, will be transferred by the Bidder to the municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format compatible with the information technology systems used by Municipality;
- "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 person(s);
“Date of Valuation”	shall mean the Date of Valuation as determined by municipality in terms of the Act;
“Final Delivery Certificate”	means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this bid;
“Good Standing”	means that the Bidder and/or nominated person shall not be in any way lawfully indebted to the municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
“Letter of Acceptance”	means the written communication by the municipality to the Bidder recording the acceptance by the municipality of the Bidder(s) bid subject to any further terms and conditions to be included in the bid by agreement between the Bidder and the municipality;
“Municipality”	shall mean the Makhado Local Municipality;
“Municipal Valuer”	means a valuer as defined in terms of section 39 (1) of the Act;
“Nominated Person”	means a valuer nominated by the Bidder who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act;
“Property Master File”	shall be defined as a property master file containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation. Bidder will be required to record changes and maintain the property master file on an on-going basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner’s interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

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

The purpose of the master file is to enable the public and officials of the municipality to have easy access to all properties registered or

unregistered, forming part of either the master file and/or the valuation rolls of the municipality. The master file and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.

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

As per full Example: Erf 14 & 15 Louis Trichardt consolidated into Erf 300. Under erven 14 + 15 they will be indicated as unregistered with a cross reference to Erf 300. Under Erf 300 it will be cross-referenced to indicate consolidation of Erf 14 & 15. Holding 16, Queen's Valley Agricultural Holdings excised into Portion 315 of the Farm Rietvly 276 LS. Under Holding 16 it will be referred to as unregistered and under Portion 315 it will cross-refer as "previously Holding 16 Queen's Valley Agricultural Holding";

"Section"	means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of Section 83;
"Signature Date"	means the date of the signed letter of acceptance;
"Substitute Nominated Person"	means the person nominated to substitute the Municipal Valuer;
"Specialised Properties"	<p>Specialised Properties are all properties other than residential dwellings, agricultural farming units, and typical income producing properties and include inter alia the following type of properties:</p> <ul style="list-style-type: none">• Regional Shopping Centres• Hotels• Conference Centres• Quarries• Mines• Grain Depots• Private Hospitals• Provincial and/or State buildings such as Civic Centres, Prisons etc.• Airports and Stations• Steel Manufacturer• Cement Factory

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

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

“Validity Period” shall be ninety (90) days from the closing date of this tender;

INTERPRETATION:

- In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;
- An expression, which denotes:

Any gender includes the other genders;
A natural person, includes a juristic person and vice versa;
This singular, includes the plural and vice versa;
- Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the signature date and as amended or re-enacted from time to time;
- When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/We hereby bid,

to supply all or any of the requirements or to render all or any of the services described in the attached forms, schedules and/or annexures to the municipality;

on the terms and conditions and in accordance with the specifications and proposals stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid); and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree further that:

the bid herein shall remain binding upon me/us and open for acceptance by the municipality during the validity period indicated and calculated from the closing date of the bid;

this bid and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexures attached hereto with which I am/we are fully acquainted.

Notwithstanding anything to the contrary in the forms, schedules and/or annexures attached hereto:

if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, that municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the municipality;

in such event I/we will then pay to the municipality any additional expense incurred by the municipality for having either to accept any less favourable bid or, if fresh bidders have to be invited, the additional expenditure incurred by the invitation of fresh bidders and by the subsequent acceptance of any less favourable bid;

the municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

pending the ascertainment of the amount of such additional expenditure the municipality may retain such monies, guarantee or deposit as security for any loss the municipality may sustain, as determined hereunder, by reason of my/our default.

If my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The laws of the Republic of South Africa shall govern the contract created by the acceptance of this bid.

I/We have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rates(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk, but in situation wherein the price(s) and rate(s) mistake will affect the scope and the delivery of the quality work, the Municipality will be informed and i/we will abide by the decision that will be taken by the Municipality.

I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

Notwithstanding the amount or cause of action involved I/we hereby consent to the jurisdiction of the Magistrate Court for the district of the municipality in respect of any action whatever arising from this contract.

FORM "C"

GENERAL BID CONDITIONS

1. All Bidder(s) are hereby advised that in the event that the bid is accepted by the municipality all conditions and stipulations set out in this bid and in all forms, schedules and/or annexures hereto, will be the contract between the Bidder and the municipality.
2. Bidder(s) are required to acquaint themselves and to comply in their bid with the following policy documents of the municipality:
 - 2.1 PROCUREMENT POLICY
 - 2.2 MUNICIPAL PROPERTY RATES BY-LAWS
 - 2.3 MUNICIPAL PROPERTY RATES POLICY
3. Bid documents are only in English.
4. Failure on the part of the Bidder to sign this bid for and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the municipality invalidate the bid.
5. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
6. Bid prices must be completed in terms of "Schedule 3" of the bid document.
7. Bids must be submitted in sealed envelopes.
8. The bid number and closing date must appear on the front of the sealed envelope in which the bid is submitted.
9. All Bidders(s) are advised that it is an express condition of bid that all Bidders(s) and nominated person(s) will be required to show, as part of their bid, that they are in good standing with the Receiver of Revenue.

The Bidder and nominated person(s) (including its trustees, members or directors as the case must be) in good standing in respect of any levy, rates, fine, service charge or the like due to the municipality.
10. In the event of the Bidder and/or nominated person not being in good standing and that the Bidder and/or nominated person is indebted to the municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the Bidder, the Bidder hereby consents to the municipality deducting from the amount of the bid awarded such amounts as may be lawfully owing to the municipality.
11. The municipality shall not be obliged to accept the lowest or any bid. Bidders(s) will be fully evaluated in terms of their experience, human resources and methodology. In this regard

Bidders(s) will have to obtain a minimum rating of 70% before the bid is considered by the relevant bid committee.

It is important that only Bidders(s) with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. Municipality will consider all prices and submissions made by the Bidders(s). Should the municipality during its consideration of the bids require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the municipality requesting all Bidders(s) to submit such a request or revision of the Bid Proposal.

12. The Bidder undertakes that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by-laws of the municipality that might have application on the Bidders(s) activities in terms hereof.
13. Neither the municipality nor any official in the municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
14. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
15. All data supplied by the municipality will be received by the Bidder at his risk. It will be the responsibility of the Bidder to check and verify the accuracy of data supplied by the municipality. Municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.

Bidder shall further ensure that notwithstanding the source of any data obtained or supplied to Bidder, such data is accurate and correct to enable accurate valuations to be compiled.

FORM "D"

BIDDER SPECIFICATION

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) READ TOGETHER WITH LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES AMENDMENT ACT, 2014 (ACT NO. 29 OF 2014) FOR THE FINANCIAL YEAR/S 1 JULY 2023 TO 30 JUNE 2026

1. INTRODUCTION

The Makhado Local Municipality is calling for bidders from experienced and suitably qualified Properties Professional Valuers for the compilation of a General valuation roll and Supplementary valuation rolls in terms of the Acts, for amongst others the following areas within its areas of jurisdictions:

- 1.1 Louis Trichardt Township and all its extensions
- 1.2 Tshikota Township and all its extensions
- 1.3 Waterval A, B and C Townships
- 1.4 Elim CBD and Hubyeni
- 1.5 Ha-Tshikota Township and its extensions
- 1.6 Makhado-A-Township and its extensions
- 1.7 Farms and small holdings

- a) That all villages falling under the jurisdiction of Makhado local municipality be excluded from the general valuation roll
- b) The valuer must ensure that all properties are having postal addresses

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

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

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

Bidder(s) will be required to prepare a project plan and adhere to the time schedules. Municipality will provide the Bidder with certain data as detailed in paragraph 14 hereof. Any further data or information required fulfilling the requirements of the Act and the specific requirements of the Municipality shall be for the sole account and responsibility of the Bidder.

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

The Municipality requires the appointment of a Municipal Valuer

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

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

The Bidder shall be entitled to nominate, Assistant Municipal Valuers to be appointed under his control and authority.

In such cases Schedule 1 and 2 must be completed.

The municipality reserves the right to:

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

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- 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 either the Municipal Valuer and/or Assistant Municipal Valuer may not cede or assign his appointment to any other valuer unless such cession and/or assignment has been approved in writing by the municipality. Should such person/s for any reason whatsoever no longer be associated or employed by 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 as a result thereof.

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

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

The Municipal Valuer and/or Assistant 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 Bid together with all schedules.

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

3. SERVICES REQUIRED

Bids are invited from experienced and suitably qualified Bidder(s) to compile and maintain valuation roll/s and supplementary valuation rolls as well the supply of other valuation related services.

Bidder(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period:

1 July 2023 to 30 June 2026

In addition to compiling the said valuation rolls,

Bidder's nominated person/s will be required to assist municipality and undertake the following functions and/or services:

- (1) The preparation and/or review of the Rates Policy in terms of the Act in regard to valuation matters.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attending to Valuation Enquiries on behalf of the municipality.
- (4) Determine market valuer of Council land.
- (5) Valuation of different categories of properties in terms of Section 8(2).
- (6) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by municipality.
- (7) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by municipality.

- (8) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (9) Compliance with the provisions of Section 30.
- (10) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (11) Comply fully with Section 34 – Functions of Municipal Valuer.
- (12) Section 36 – Data Collectors. Assume responsibility for their performance.
- (13) Comply with Section 37 – Delegation where applicable and if necessary.
- (14) Comply with Section 39 – Qualifications of Municipal Valuers.
- (15) Comply with Section 40 – Prescribed Declarations.
- (16) Comply with Section 41 – Inspection of property within defined days and times.
- (17) Comply with Section 42 – Access to Information.
- (18) Comply with Section 43 – Conduct of Valuers.
- (19) Comply with Section 44 – Protection of Information.
- (20) Comply with Section 45 – Valuation methodology and Section 13 hereof.
- (21) Comply with Section 46 – General basis of valuation.
- (22) Comply with Section 47 – Sectional Title Schemes.
- (23) Comply with Section 48 – Content of valuation roll including any additional information that the municipality may require in terms of this tender.
- (24) Comply with Section 51 – Processing of objections, if so required by municipality.
- (25) Comply with Section 52(1) (3) – Compulsory review.
- (26) Comply with Section 53 – Notification.
- (27) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (28) Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by municipality.
- (29) Comply with Section 81 & 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.

- (30) An electronic copy of the Valuation Roll which can be imported to the Municipal Financial System layout field format without errors must also be submitted within the timelines to enable billing compliance dates.
- (31) The Valuation Roll must also have recorded in it the postal addresses of property owners to ensure accurate billing addresses.
- (32) The Valuer must together with submission of the certified Valuation Roll submit a letter disclosing the criteria followed to arrive at the value of each listing.

4. 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 the general public.

The Bidder as part of his/her 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 and that such manual will be attached under Schedule 10 hereof.

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

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

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

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

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

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

5. CONFIDENTIALITY

In the process of collecting data and information in terms of section 42 of the Act, Bidder will have access to sensitive and confidential information. All data accessed, obtained or

collected by Bidder and/or data collectors must at all times be kept confidential and not be disclosed. Bidder will comply in full with the provisions of section 44 of the Act.

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

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

6. PENALTIES AND DEFAULTS

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

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

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

- Non-compliance to submission dates
- Breach of confidentiality and/or conflict of interest;
- Inadequate valuation performance in terms of sections 51 and 52 of the Act and/or the results of any Valuation Appeal Board arising from this tender.
- Inadequate valuation results measured by monitoring of performance milestones;
- Non-compliance with the Act and related legislation/policies of the Municipality, regulations and any other conditions referred to in this bid.
- Dishonesty
- Corruption

In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality. In all of the other events, the municipality will give Bidder fourteen (14) days' notice to remedy such default, failing which the municipality shall cancel this bid without further notice or advice.

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

The Nominated Person as well as the Bidder shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether

in his opinion the inadequate performance by the nominated person is a serious default or not.

The findings of the adjudicator will be handed to the municipality, the nominated person and Bidder. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Bidder. The nominated person and/or Bidder shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Bidder and nominated person.

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

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

1. Delay in complying with stage 1 of the tender, R 150, 00 per day until completion.
2. Delay in complying with stage 2 of the tender, R 150, 00 per day until completion.
3. Delay in complying with stage 3 of the tender, R 150, 00 per day until completion.
4. Delay in complying with stage 4 of the tender, R 150, 00 per day until completion.
5. Delay in complying with stage 5 of the tender, R 150, 00 per day until completion.
6. Delay in complying with stage 6 of the tender, R 150, 00 per day until completion.
7. Delay in complying with stage 7 of the tender, R150, 00 per day until completion.

Should it be apparent to the municipality that after Bidder has been advised in writing by municipality that Bidder is in default in complying with the deadlines of either stage 1 or 2 and that Bidder has failed to rectify such default within the amended time limit set by municipality then in such event municipality shall be entitled to cancel the contract and appoint a substitute Bidder.

In such event, Bidder will supply municipality with all data collected in his possession and municipality reserves the right to offset any payment due to Bidder against the cost of appointing another person to fulfil the requirements of this bid. If the cause of delay is due to the municipality not supplying the Bidder with agreed data, or other delays caused by the municipality themselves, then in such event, the municipality shall not be entitled to enforce this clause.

7. RETENTION

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

8. INSURANCE

Bidder shall attach proof hereof relating to Professional Indemnity Insurance relating to the nominated person/s.

9. VALUATION SUMMARY

The bid 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 as indicated under form D.

Bidder(s) shall base their bid 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 bid price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 1.10 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.

The current valuation roll and Municipal Land Audit must also be used as a guideline for estimated number of entries.

10. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on an annual basis for the following periods:

1 July 2023 to 30 June 2024

1 July 2024 to 30 June 2025

1 July 2025 to 30 June 2026

Supplementary valuation rolls will be compiled on an ongoing annual basis as they occur and supplied to the Municipality as soon as is reasonable possible.

Bidder will supply the Municipality with a monthly schedule of all Supplementary valuations compiled and ensure that the Property Master File is updated continuously because of such changes.

Bidder will be obliged to maintain and reconcile Supplementary valuations made with not less than once per month.

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

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

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

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

11. OBJECTIONS

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

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

12. APPEALS

The Bidder must attend all sittings of the valuation appeal board hearings in compliance with section 34(f) of the Act.

The costs of attending to the hearings are reflected in Schedule 3.

13. 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.

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

The Municipality may approach the South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognised South African bodies relating to the valuation profession to assist with the verification of data if it is of acceptable standard.

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 standards, the municipality will give Bidder 30 day's written notice setting out their findings and request Bidder to rectify such default, failing which municipality shall be entitled to cancel this bid without further notice.

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

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

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

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

In all cases the following data will be applicable:

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

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

13.1 RESIDENTIAL ERVEN AND BUILDINGS

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

13.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

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

13.3 INCOME PRODUCING PROPERTIES

- Condition rating
- Description of units i.e. 12 x 1 bedroom flats, 6 x ground floor shops
- Expense ratio to gross income
- Rentable or usable area
- Gross building area
- Other income factors e.g. car bays
- Quality of building rating

Rentals actual and/or estimates provided by agents, tenants, landlords etc
Sales capitalization rates and other information obtained from agents, brokers, purchasers etc.
Surplus developable land
Turnover contribution if available

13.4 SPECIALISED PROPERTIES

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

13.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

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

13.6 AGRICULTURAL SMALL HOLDINGS

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

13.7 URBAN VACANT LAND

Adverse features
Positive features
Topography/slope
Soil conditions
Services
View

13.8 MINING LAND

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

Buildings must be measured and fully described.

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

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

13.9 REGISTERED LEASES

Salient features of the lease.

13.10 PUBLIC INFRASTRUCTURE

All relevant data including description, size and use of buildings

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

valuation process.

13.11 GENERAL

Sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this bid.

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

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

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

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

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

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

Actual use and use zones are to be reflected. This includes illegal uses.

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

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

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

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

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

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

OPTIONS

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

14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE / OBTAIN
1	Aerial photographs/satellite imagery	-	Aerials must be sourced by the bidder and for his account, bidder may make use of most updated aerial photography of NGI – Mapping SA, or such other source of most recent credible aerial photography
2	Building plans, where available	√	
3	Bulk deeds download at commencement date	-	Bidder must provide and use the latest use information from deeds office.
4	Cadastre	√	
5	Copies of all offers received to purchase and/or lease Municipal properties	√	
6	Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	√	
7	Copies of all consent use applications received, approved or declined	√	
8	Copies of all township applications, rezoning, consolidations, notarial ties submitted to municipality	√	
9	Copies of all approvals and/or rejections by municipality of the above	√	
10	Copies of all policy decisions relating to immovable property within municipality	√	
11	Copies of water and electricity deposits relating to	√	

	properties not previously connected		
12	Development Plan <ul style="list-style-type: none"> • SDF • IDP 	√	
13	Geographic information system data as is available	√	
14	Monthly clearance certificates	√	
15	Monthly Deeds downloads	√	
16	Municipal Property Rates By-laws, and Municipal Property Rates Policy	√	

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE / OBTAIN
17	Occupation Certificates where available	√	
18	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	√	
19	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	√	
20	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	√	
21	Land Use Scheme, 2009	√	
22	With each approved subdivision, consolidation and/or Township proclamation or opening of a Township Register. - Copy of Proclamation	√	

	Notice - Amendment scheme - Services agreement		
23	Current Municipal Valuation Roll and Supplementary valuation rolls	√	
24	Municipal Land Audit Report, 2012 as guideline	√	
25	Makhado Compaction and Densification Policy, 2012	√	

14.3 SUPPLEMENTARY VALUATION ROLL

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

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE / OBTAIN
1	Aerial photographs/satellite imagery	-	Aerials must be sourced by the bidder and for his account, bidder may make use of most updated aerial photography of NGI – Mapping SA, or such other source of most recent credible aerial photography
2	Building plans and schedule of monthly completed buildings.	√	
3	Cadastre monthly updates	√	
4	Monthly copies of all offers received to purchase and/or lease Municipal properties	√	
5	Monthly copies of all sales/ rental agreements relating to properties sold by Municipality whether registered or not	√	
6	Monthly copies of all consent use applications received, approved or declined	√	
7	Monthly copies of all township applications, rezoning, consolidations, notarial ties submitted to municipality	√	
8	Monthly copies of all	√	

	approvals and/or rejections by municipality of the above		
9	Monthly copies of all policy decisions relating to immovable property within municipality	√	
10	Monthly copies of water and electricity deposits relating to properties not previously connected	√	
11	Development Plan and changes thereto 1) IDP 2) SDF	√	
12	Geographic information system. Monthly Maintenance thereof	√	
13	Monthly clearance certificates	√	
14	Monthly Deeds downloads	√	
15	Monuments and Heritage buildings declared from time to time	√	

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE / OBTAIN
16	Occupation Certificates where available	√	
17	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – on-going basis	√	
18	Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – on-going basis	√	
19	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	√	
20	Town planning scheme – updates thereof	√	
21	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. -Copy of Proclamation Notice -Amendment scheme -Services agreement	√	
22	Annual inspection and review of section 9 & 15 properties referred to in the Act	√	
23	Monthly diagrams from surveyor general	√	
24	Notices appearing in Government/provincial gazettes relating to properties within the municipality	√	
25	Annual review of rates policy and rates By-laws	√	
26	Amendments in Makhado Compaction & Densification Policy, 2012 and in SDF, and in any other planning	√	

	document that impact on property values		
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Note : Where the municipality fails to provide the Bidder with any of the information it undertakes to do so in terms hereof resulting in delays being incurred in the compilation of the supplementary valuations and/or the supplementary valuation rolls, Bidder will not be held liable for any such delays. Bidder will however be held fully liable for any delays in the submission of supplementary valuations to the municipality where information was made available.

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

15. PRINTING AND BINDING OF ROLLS

- 15.1 Bidder shall be responsible for providing two (2) copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.
- 15.2 The valuation roll shall be spirally bound and each volume shall be numbered and contain a cover and back page. All pages of the valuation roll shall be consecutively numbered. The printing and binding of the valuation roll shall be for the account of the Tenderer.
- 15.3 In addition, Bidder shall provide the municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format.
- 15.4 In addition an electronic version of the roll and supplementary roll must be supplied in a format so that it can be imported to the financial system software field without errors according to the Municipal Financial System Layout Field format.
- 15.5 Additional copies of the valuation roll and/or supplementary valuation rolls will be at a price as indicated in Schedule 3 hereof.

16. VALUATION SYSTEM

Bidder shall satisfy municipality that its valuation system will adequately be capable of not only producing the valuation rolls, but also storing historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2000. The minimum, requirements of the Valuation System must be as follows:

- 16.1 If a mass valuation system is used by Bidder, the system must be compatible with the valuation system of the municipality if applicable.
- 16.2 The valuation system must be compatible with the GIS system utilized by the municipality as well as other management systems that are affected by the valuation process, as may be applicable.

- 16.3 The valuation system must be compatible with the billing system of the municipality
- 16.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 16.5 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
- 16.6 In the case of property data
- The valuation system must be able to store changes relating to inter alia;-
Land use, zonings, size, sub-divisions, consolidations, excisions, notarial ties, etc.
- 16.7 Current and previous owners
Date of sale and transfer
Sales price
Title deed numbers
Servitudes
Caveats
Type of sale i.e. vacant or improved
- 16.8 In the case of Valuations
- All current and future valuations
All changes to valuations to be historically reflected
Ability to produce monthly supplementary rolls for auditing and checking purposes
- 16.9 Objections
- The valuation system must be capable of recording objections and appeals and must reflect:
- Name of objector
Name of owner
Objection number
Entry required by objector
Decision of valuer
Reasons of valuer
Decision of appeal board
Existing valuations and valuations reflected in the valuation roll
Adjustments made by the appeal board
Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.
- 16.10 Other

The valuation System must be capable of storing inter alia:

Building plan data were used in the valuation process, site plans, aerial photographs, GIS data, and all other pertinent data on a historic basis. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this bid, pertaining to that erf can be extracted by reference to that erf.

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

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

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

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

17. DATA BACK UP AND DISASTER RECOVERY PLAN

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

Bidder will be always required to fully protect such data against theft, data corruption, data espionage and data loss.

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

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

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

Municipality reserves the right to authorised and 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.

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

recovery:

- Bidder will ensure that all data collected manually on paper is scanned into PDF document 'read only' format.
- Bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- Bidder shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third-party data.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- Bidder will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.
- Bidder will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Bidder(s) appointed network administrator/s only.
- Bidder will ensure strong password protection at the administrator level on the servers referred to in this section.
- Bidder(s) will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Bidder's infrastructure or appointed third party service providers infrastructure.
- Bidder will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- Bidder may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
- Bidder will ensure that all data is backed up on a daily basis and verified.

- Bidder will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- Bidder will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- Bidder will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- Bidder will ensure that this backup cycle be enforced for the duration of the bid.
- Bidder will adhere to and implement the backup software vendors 'best practice' specifications.
- Bidder will adhere to and comply with the backup hardware manufacturers specifications.
- Bidder will ensure that all backup hardware is serviced regularly, service intervals shall not exceed a period of 120 days between intervals.

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

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

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

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

18. DATA TRANSFER

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

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

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

Bidder may utilise optical based media technology for archiving purposes.

Bidder may utilise optical based media technology for data presentation.

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

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

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

19. GENERAL

Bidder will ensure that he fully acquaints himself with the amount of data to be stored and what data needs to be protected and satisfies the municipality or its duly appointed consultant that the Bidder has an adequate Computer System to fully comply with the requirements.

20. KEY TASK FUNCTIONS

Bidder(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 roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists, creation of property master.	30 September 2022
2	Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	31 October 2022
3	Compiling of valuations and Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	30 November 2022
4	Submission of draft roll A draft roll to internally monitoring the standard of the valuation roll is required in electronic format. The Bidder will have to correct the draft roll prior to submission of the certified roll	31 December 2022
5	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the municipality	31 January 2023
6	Objections process as per Act	-
7	Valuation appeal board hearing	-
8	Attending to all valuation enquiries in the normal course of operations, as and when required	-
9	Submission of all data or copies thereof to municipality & issuing of final delivery certificate/ final roll	30 June 2023

21. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

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

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

22. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll
- All supplementary valuation rolls
- Available Cadastre information
- Aerial photographs

Bulk Deeds download.

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

Compare cadastre with the deeds download and existing Municipal Valuation Roll.

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

Order aerial photographs

Stage 2: DATA COLLECTION:

Includes:

Inspections, measurements, sales, field sheets, data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.

Use of aerial photographs for identification and/or electronic measurement

Stage 3: VALUATION COMPILATION AND INTERNAL MONITORING OF VALUATIONS:

Analysis of all data and compiling of draft valuations.

Internal quality control to be conducted by 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 Municipal area if applicable.

Stage 4: SUBMISSION OF DRAFT ROLL:

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

Stage 5: 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, Bidder shall bind and certify the roll for submission to the Municipal Manager.

Stage 6: 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(1) is applicable comply with section 52(a)

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

Stage 7: VALUATION APPEALS BOARD HEARINGS:

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

Stage 8: ATTENDING TO ALL VALUATION ENQUIRIES:

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

Stage 9: 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 valuation roll thereafter that a copy of all data in their possession has been provided to municipality in either an electronic or hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

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

23. PUBLIC PARTICIPATION AND AWARENESS:

Bidder(s) may be required to attend meetings regarding the rating policy as well as being involved in public awareness **relating to the valuation process**. Bidder(s) may be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in Schedule 3 hereof.

If the municipality elect to require 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.

24. METHODS OF PAYMENT:

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

STAGE NO.	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement Phase	10%	√	
2	Data Collection	30%		√

3	Valuation Compilation and Internal Monitoring	20%		√
4	Submission Draft Roll	5%	√	
5	Submission of certified roll	5%	√	
6	Objection process and completion of reasons	10%	√	
7	Valuation Appeal Board Hearing	10%	At conclusion of the hearings, or if the date of the appeal board hearings have not been set down within six months after the certified roll has been submitted, then six months after the date of such Submission.	
8	Submission of data to municipality and issue by municipality of final delivery certificate	10%	√	
		100%		

25. SCHEDULE OF FEES

The Schedule of Fees, Schedule 3 must be completed by the Bidder and will be read as the Bidder(s) fee proposal in terms of this bid.

26. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

The Bidder is required to provide a GIS and the following will be the minimum requirements, and specifications of such a system.

26.1 GENERAL DESCRIPTION OF SERVICE

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

- Identify and describe the cadastral boundaries of each property within the municipal area.
- Guide Valuation Inspectorate to the sites to be inspected.
- Balance the properties of the municipal area with the entries registered in the Deeds Office as well as the Surveyor-General.

- Display geo-referenced aerial photographs of the area so as to provide the Valuer with a clear picture of the subject properties.
- Maintain the cadastral data during the maintenance period so as to reflect the properties contained in the valuation roll at all times.

26.2 GIS DATA STANDARDS

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

- (i) All GIS data will be available in a format compatible with the GIS of the municipality (if applicable);
- (ii) Cadastral data will be available in geographic coordinates on the WGS84 datum.
- (iii) The sizes of cadastral entities represented by means of the GIS, shall match the registered size of such properties, subject to a deviation of acceptable tolerance.
- (iv) A copy of all aerial photography used by Bidder will be provided to municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll.
- (v) Municipality must state the maximum age of aerial photography and/or satellite imagery to be used. As a guideline where no spatial data base representing footprints of buildings is available, older aerial photographs which are more economical to obtain can be used. However, where aerial photographs are required to detect changes in the data from year to year, only new photographs can be used.
- (vi) Despite the age of the aerial photography used in the valuation process, it remains the responsibility of the Bidder to ensure that the data reflected on the valuation roll is an accurate and true reflection as at date of valuation of what is found on the properties comprising the roll. Bidder(s) must therefore use ground control measures to verify and confirm the results obtained from aerial photography.
- (vii) The GIS shall be fully compatible with the Bidder(s) valuation system. As well as being compatible with the municipal system.

26.3 SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

Whereas Bidder is required as a condition of bid to supply such photography in terms of paragraph 14.2 hereof the following minimum specifications will apply:

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

SCHEDULE 1(A)

AFFIDAVIT, DECLARATION AND NOMINATION - MUNICIPAL 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

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach a certified copy of certificate)

**WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS,
ACT 6 OF 2004:**

MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES	REFERENCE	CONTACT NUMBER

List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NUMBER

Have you had any experience in reconciling cadaster data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details

MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NUMBER

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of a Valuation Board or Valuation Appeal Board in terms of previous legislation or the ACT? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON

VALUATION APPEAL BOARD EXPERIENCE

Have you appeared in front of a Valuation Appeal Board in terms of the current Act, Act 6 of 2004? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON	No of appeals	No of appeals upheld by board	What was the % reduction awarded by the board

I, the undersigned _____

do hereby 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 the bid requirements and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I hereby bind myself to fulfil all obligations and requirements of this bid.

Signed by me at this ____ day of _____ 2021

SIGNATURE

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at _____ on the _____ day of

_____ 20 _____

**TO BE STAMPED BY JUSTICE OF PEACE /
COMMISSIONER OF OATHS**

TO BE STAMPED BY JUSTICE OF PEACE/COMMISSIONER OF OATHS

Justice of Peace/Commissioner of Oaths

SCHEDULE 1(B)

AFFIDAVIT, DECLARATION AND NOMINATION - SUBSTITUTE MUNICIPAL VALUER

In the event of the nominated person as municipal valuer, not being able to carry out his/her functions and/or duties in terms of this bid due to accident, death, ill health or insolvency, the person nominated as the substitute municipal valuer must be from the same company and 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

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach a certified copy of certificate)

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES	REFERENCE	CONTACT NUMBER

List properties included in any valuation rolls compiled by you of a special nature / requiring specific skills i.e. airport, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of a Valuation Board or Valuation Appeal Board in terms of previous legislation or the ACT? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON

VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared in front of a Valuation Appeal Board in terms of the current Act, Act 6 of 2004? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON	No of appeals	No of appeals upheld by board	What was the % reduction awarded by the board

I, the undersigned _____

do hereby 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 the bid requirements and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I hereby bind myself to fulfil all obligations and requirements of this bid.

Signed by me at _____ on this the ___ day of _____ 20__

SIGNATURE

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 20__

Justice of Peace/Commissioner of Oaths

**TO BE STAMPED BY JUSTICE OF PEACE /
COMMISSIONER OF OATHS**

SCHEDULE 2(A)

AFFIDAVIT, DECLARATION AND NOMINATION - ASSISTANT MUNICIPAL VALUER

In the event of the nomination for assistant municipal valuer, a minimum of two persons must be nominated. This necessary to provide for succession in the event of one of the nominated assistant valuer not being able to perform his duties as a result of accident, death, ill health or insolvency provided that they accept the appointment jointly and severally.

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach a certified copy of certificate)

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES	REFERENCE	CONTACT NUMBER

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VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of a Valuation Board or Valuation Appeal Board in terms of previous legislation or the ACT? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON

VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared in front of a Valuation Appeal Board in terms of previous legislation or the current Act, Act 6 of 2004? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON	No of appeals	No of appeals upheld by board	What was the % reduction awarded by the board compared to the valuation compiled by you?

I, the undersigned _____

do hereby 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 the bid requirements and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I hereby bind myself to fulfil all obligations and requirements of this bid.

Signed by me at _____ on this the ___ day of _____ 20__

SIGNATURE

.....

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

on the _____ day of _____ 2021

**TO BE STAMPED BY JUSTICE OF PEACE /
COMMISSIONER OF OATHS**

Justice of Peace/Commissioner of Oaths

SCHEDULE 2(B)

AFFIDAVIT, DECLARATION AND NOMINATION - ASSISTANT MUNICIPAL VALUER

In the event of the nomination for assistant municipal valuer, a minimum of two persons must be nominated. This necessary to provide for succession in the event of one of the nominated assistant valuer not being able to perform his duties as a result of accident, death, ill health or insolvency provided that they accept the appointment jointly and severally.

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach a certified copy of certificate)

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES	REFERENCE	CONTACT NUMBER

List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills (airport, mines, quarries, etc.)

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any Valuation rolls utilizing *GIS* and/or *AERIAL PHOTOGRAPY*? If yes, provide full details:

MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NUMBER

Have you had any experience in reconciling cadaster data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details:

MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NUMBER

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any Valuation Board in terms of previous legislation or the ACT? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON

VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared in front of a valuation appeal board in terms of previous legislation of the current act, Act 6 of 2004? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON	No of appeals	No of appeals upheld by board	What was the % reduction awarded by the board compared to the valuation compiled by you?

I, the undersigned _____

do hereby 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 the bid requirements and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I hereby bind myself to fulfil all obligations and requirements of this bid.

Signed by me at _____ on this ____ day of _____ 2021

SIGNATURE

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 2021

Justice of Peace/Commissioner of Oaths

**TO BE STAMPED BY JUSTICE OF PEACE /
COMMISSIONER OF OATHS**

SCHEDULE 2(C)

AFFIDAVIT, DECLARATION AND NOMINATION - ASSISTANT MUNICIPAL VALUER

In the event of the nomination for assistant municipal valuer, a minimum of two persons must be nominated. This necessary to provide for succession in the event of one of the nominated assistant valuer not being able to perform his duties as a result of accident, death, ill health or insolvency provided that they accept the appointment jointly and severally.

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach a certified copy of certificate)

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES	REFERENCE	CONTACT NUMBER

List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills (airport, mines, quarries, etc.)

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or AERIAL PHOTOGRAPY? Is yes, provide full details:

MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NUMBER

Have you had any experience in reconciling cadaster data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details:

MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NUMBER

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any Valuation Board in terms of previous legislation or the ACT? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON

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VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared in front of a Valuation Appeal Board in terms of previous legislation or the current Act, Act 6 of 2004? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON	No of appeals	No of appeals upheld by board	What was the % reduction awarded by the board compared to the valuation compiled by you?

I, the undersigned _____

do hereby 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 the bid requirements and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I hereby bind myself to fulfil all obligations and requirements of this bid.

Signed by me at _____ on this ____ day of _____ 2021

SIGNATURE

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 2021

Justice of Peace/Commissioner of Oaths

**TO BE STAMPED BY JUSTICE OF PEACE /
COMMISSIONER OF OATHS**

SCHEDULE 2(D)

AFFIDAVIT, DECLARATION AND NOMINATION - ASSISTANT MUNICIPAL VALUER

In the event of the nomination for assistant municipal valuer, a minimum of two persons must be nominated. This necessary to provide for succession in the event of one of the nominated assistant valuer not being able to perform his duties as a result of accident, death, ill health or insolvency provided that they accept the appointment jointly and severally.

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach a certified copy of certificate)

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES	REFERENCE	CONTACT NUMBER

List properties included in any valuation rolls compiled by you of a special nature / requiring specific skills i.e. airport, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any Valuation rolls utilizing GIS and/or AERIAL PHOTOGRAPY? If yes, provide full details:

MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NUMBER

Have you had any experience in reconciling cadaster data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details:

MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NUMBER

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any Valuation Board in terms of previous legislation or the ACT? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON

VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared in front of any Valuation Appeal Board in terms of previous legislation or the current Act, Act 6 of 2004? If yes:

MUNICIPALITY	DATE OF HEARING	NAME OF SECRETARY	NAME OF CHAIRPERSON	No of appeals	No of appeals upheld by board	What was the % reduction awarded by the board compared to the valuations compiled by you?

I, the undersigned _____

do hereby 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 the bid requirements and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I hereby bind myself to fulfil all obligations and requirements of this bid.

Signed by me at _____ on this _____ day of _____ 2017

SIGNATURE

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on this the ____ day of _____ 2021

**TO BE STAMPED BY JUSTICE OF PEACE /
COMMISSIONER OF OATHS**

Justice of Peace/Commissioner of Oaths

SCHEDULE 3

DETERMINATION OF FEES

The following schedule of fees will be the basis of the bid.

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

ITEM	DESCRIPTION	HOW TO BID	AMOUNT INCLUDING VAT	COMMENT
1	Valuation Roll	Fixed tender amount		Price evaluation will be based on the fixed tender amount as per item 1 of this schedule and not the individual rates of items 1.1 to 1.10 hereunder. The pro-rata adjustments will be calculated on the individual rates of items 1.1 to 1.10 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual break down reflected under items 1.1 to 1.10
		Rate per entry incl VAT		
1.1	Agricultural small holdings			
1.2	Agricultural holdings used for purposes other than agriculture e.g. industrial, transport, offices, etc.			
1.3	Farms used for farming purposes			
1.4	Farms used for purposes other than farming			
1.5	Mining Properties			
1.6	Non-residential i.e. business, industrial etc.			
1.7	Residential			

ITEM	DESCRIPTION	HOW TO BID	AMOUNT INCLUDING VAT	COMMENT
1.8	RDP Housing			
1.9	Sectional title units			
1.10	Township owner interest accounts including unregistered erven comprising the townships			
2.	Supplementary valuations			
	Year 1	Rate per entry incl VAT		
	Year 2	Rate per entry incl VAT		
	Year 3	Rate per entry incl VAT		
2.1	Section 51 compliance		Nil	Part of compilation fee
2.2	Section 53 (3)	Per reason incl Vat		
3	Appeals Board Hearings: Preparation and consultations with professionals appointed by the municipality for specific appeals.	Per hour incl Vat		
3.1	Attendance at Appeal Board hearing	Per day incl Vat		
4	Data collection	Fixed fee incl Vat		Part of compilation fee
5	Public awareness	Fixed fee incl Vat		
6	Valuations other than for rating purposes	State the basis of fees incl Vat		
7	Consultations (excluding with Advocates)	Hourly rate incl VAT		
8	Valuation enquiries	Fixed fee incl Vat		

ITEM	DECSRIPTION	HOW TO BID	AMOUNT INCLUDING VAT	COMMENT
9	Travelling expenses for valuations and consultations other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl Vat		
10	Disbursements expenses for valuations and consultations other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl Vat		
11	Additional copies of valuation roll	Per additional copy incl Vat		

ITEM	DECSRIPTION	HOW TO BID	AMOUNT INCLUDING VAT	COMMENT
1	Valuation Roll	Fixed tender amount		Price evaluation will be based on the fixed tender amount as per item 1 of this schedule and not the individual rates of items 1.1 to 1.10 hereunder. The pro-rata adjustments will be calculated on the individual rates of items 1.1 to 1.10 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual break down reflected under items 1.1 to 1.10

ITEM	DECSRIPTION	HOW TO BID	AMOUNT INCLUDING VAT	COMMENT
		Rate per entry incl VAT	/	
1.1	Agricultural small holdings			
1.2	Agricultural holdings used for purposes other than agriculture e.g. industrial, transport, offices, etc.			
1.3	Farms used for farming purposes			
1.4	Farms used for purposes other than farming			
1.5	Mining Properties			

ITEM	DECSRIPTION	HOW TO BID	AMOUNT INCLUDING VAT	COMMENT
1.6	Non-residential i.e. business, industrial etc.		/	
1.7	Residential			
1.8	RDP Housing			
1.9	Sectional title units			
1.10	Township owner interest accounts including unregistered erven comprising the townships			
2.	Supplementary	Rate per entry incl VAT		
	Year 1	Rate per entry incl VAT		
	Year 2	Rate per entry incl VAT		
	Year 3	Rate per entry incl VAT		
3.	Section 51 compliance		Nil	Part of compilation fee

3.1	Section 53 (3)	Per reason incl Vat		
4.	Appeals Board Hearings: Preparation and consultations with professionals appointed by the municipality for specific appeals.	Per hour incl Vat		
4.1	Attendance at Appeal Board hearing	Per day incl Vat		
5	Data collection	Fixed fee incl Vat		Part of compilation fee
6	Public awareness	Fixed fee incl Vat		
7	Valuations other than for rating purposes	State the basis of fees incl Vat		
8	Consultations (excluding with Advocates)	Hourly rate incl VAT		
9	Valuation enquiries	Fixed fee incl Vat		
10	Travelling expenses for valuations and consultations other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl Vat		

ITEM	DECSRIPTION	HOW TO BID	AMOUNT INCLUDING VAT	COMMENT
11	Disbursements expenses for valuations and consultations other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl Vat		
12	Additional copies of valuation roll	Per additional copy incl Vat		

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
-
- Country of origin.....
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: “in the service of the state” means to be –

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

² Shareholder” means a person who owns shares in the company and is actively involved in the

management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number
-----------	-----------------	-----------------------

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire

1 Are you by law required to prepare annual financial statements for auditing?
* Delete if not applicable

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
YES / NO

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
YES / NO

2.2 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.3 If yes, provide particulars.
.....
.....
.....
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
YES / NO

3.1 If yes, furnish particulars
.....
.....

4. Will any portion of goods or services be sourced from outside South Africa?
If yes, what portion of payment from the municipality / municipal entity is expected to be transferred out of the South Africa?
YES/NO

4.1 If yes, furnish particulars
.....
.....

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

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

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

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **Makhado Local Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **99 of 2021** at the price/s quoted. My offer/s remain binding upon me and opens for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESSES	
1
2
DATE:	
.....	

NAME OF FIRM

DATE

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **KM Nemaname** in my capacity as **Acting Municipal Manger** accept your bid under reference number dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS
COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS AND WHEN THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO 6 OF 2004) READ TOGETHER WITH LOCAL GOVERNMENT : MUNICIPAL PROPERTY RATES AMENDMENT ACT,2014 (ACT NO.29 OF 2014) FOR THE PERIOD OF THREE YEARS				

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 BETWEEN



MAKHADO MUNICIPALITY

(hereinafter referred to as the EMPLOYER)

AND

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

herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated

..... Attached hereto as Annexure A. of the said
.....(hereinafter referred to as
the CONTRACTOR)

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in
respect of

.....
.....

Contract number

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter
referred to as the ACT), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties has agreed to enter into an agreement in terms of section 37(2) of the
ACT.NOW THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the

CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

- 2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- 3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
- 4. The CONTRACTOR agrees that any fully authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps if it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation complaint or criminal charge as the case may be.

Thus signed at for and on behalf of the EMPLOYER on this the day of 20

AS WITNESSES:

- 1.

2.

SIGNATURE

NAME AND SURNAME:

CAPACITY:

Thus signed at for and on behalf of the CONTRACTOR on this the..... Day of
..... 20....

AS WITNESSES:

1.

2.

SIGNATURE.....

NAME AND SURNAME:

CAPACITY:

Ej/Art_Agreement

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.