



MAGARENG LOCAL MUNICIPALITY

THE COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION
ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEAR/S
1 JULY 2025 TO 30 JUNE 2030

BID NO: FIN01/2023/24

NAME OF COMPANY :

BID AMOUNT:R.....
(incl. VAT)

TEL NUMBER :

CONTACT PERSON :

ISSUED BY:

Mr TM Thage
Acting Municipal Manager
Magareng Municipality
PO Box 10
Magrieta Prinsloo Street
Warrenton
8530

info@magareng.gov.za
Tel: 053 497 3111
Fax: 053 497 4514

CLOSING DATE: 07 September 2023 before 12:00HRS

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PART 1

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Notice of Tender

TENDER NO:FIN01/2023/24

MAGARENG LOCAL MUNICIPALITY

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE 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), AS AMENDED, FOR THE FINANCIAL YEAR/S 1 JULY 2025 TO 30 JUNE 2030

CLOSING DATE AND TIME: 07/09/2023 at 12h00

To ensure that your tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and tender rules contained in the tender documents.

Tenders and supporting documents must be sealed and externally endorsed

“TENDER NUMBER: FIN01/2023/24”

And placed in the Tender Box, not later than the closing date and at the time advertised, at which time the tenders will be opened in public.

The lowest or any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed.

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

- | | | |
|------------|---|--|
| • FORM “A” | - | Form of Tender |
| • FORM “B” | - | General Undertakings by the Tenderer |
| • FORM “C” | - | General Tender Conditions and Directions |
| • FORM “D” | - | Specification and Schedules |

Tender documents will be available at the following physical address:

MAGARENG LOCAL MUNICIPALITY
MAGRIETHA PRINSLOO STREET
WARRENTON
8530

All enquiries can be directed to Mr K Modise & Ms C Kruger

Telephone number: 053 497 3111

Email- revenueman.km@magareng.gov.za & cckruger29@gmail.com

No compulsory briefing session. Tenders will be opened immediately after the closing date and time in public at: 12h01 on 07 September 2023

MUNICIPAL CHAMBERS
MAGARENG LOCAL MUNICIPALITY
MAGRIETHA PRINSLOO STREET
WARRENTON
8530

All tenders shall be valid for 90 days as from the closing date of the tender

Tenders which are not received and/or deposited in the specified tender box within the closing time and on the closing date for the tender, will be marked as a late tender and such tender shall not be considered by the Municipality as a valid tender.

Tenderers attention is specifically drawn to the provisions of the tender rules, which are included in the tender documents. The lowest or any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept a tender in whole or part. Tenders completed in pencil will be regarded as invalid tenders.

Telefaxed or e-mailed tenders will not be regarded as valid tenders.



TM THAGE
ACTING MUNICIPAL MANAGER

MUNICIPALITY:MAGARENG LOCAL MUNICIPALITY

FORM OF TENDER AND DECLARATION

TENDER No...FIN01/2023/24

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE 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), AS AMENDED, FOR THE FINANCIAL YEAR/S 1 JULY 2025 TO 30 JUNE 2030

DECLARATION:

To: The Municipal Manager

MAGARENG LOCAL MUNICIPALITY

Sir/Madam,

I/We, the undersigned:

- a) Tender to supply and delivery to MAGARENG LOCAL Municipality all of the services described both in this and the other forms and schedules to this tender.*
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution.*
- c) Further agree to be bound by the conditions, set out in Forms A, B, C and D, attached hereto, should this tender be accepted.*
- d) Confirm that this tender may only be accepted by MAGARENG 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 tender document and amendments thereto will be initialled by the relevant authorised person in order for the document to constitute a proper contract between MAGARENG LOCAL Municipality and the undersigned, on acceptance of the tender by MAGARENG LOCAL Municipality.*

Signed at on this day of 20__

Signature of Tenderer:.....

Name of Tender:.....

Domicilium address:

.....

.....

.....

.....

As witnesses:

1. Signature..... Name in full.....

I.D. No.....

2. Signature..... Name in full.....

I.D. No.....

Where the Tenderer is a Company, Corporation or Firm a duly authorised resolution must accompany the tender.

PLEASE NOTE:

- Each page of the tender 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 Tenderer.
- On acceptance of the tender by the Municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.

DETAILS OF TENDERER

| | | |
|----|-----------------------------|--|
| 1. | FULL NAMES | |
| 2. | REGISTRATION NO. OR I.D NO. | |
| 3. | POSTAL ADDRESS | |
| 4. | TELEPHONE NO. | |
| 5. | FAX NO. | |
| 6. | E-MAIL ADDRESS | |
| 7. | CONTACT PERSON | |
| 8. | CELL NO. OF CONTACT PERSON | |
| 9. | PHYSICAL ADDRESS | |

FORM "B"

GENERAL UNDERTAKINGS BY THE TENDERER

DEFINITIONS:

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

"Assistant Municipal Valuer" means a valuer as defined in terms of section 39 (2) of the Act;

Closing Date" shall be __12h00__ hours on the __07__ day of __09__ 2023__;

"Commencement Date" shall mean the first day following the signature date;

"Good Standing" means that the Tenderer 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 Tenderer and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

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

"Letter of Acceptance" means the written communication by the Municipality to the Tenderer recording the acceptance by the Municipality of the Tenderers tender subject to any further terms and conditions to be included in the tender by agreement between the Tenderer and the Municipality;

"Municipality" shall mean MAGARENG 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 Tenderer who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act;

"SDC" means any Service Delivery Centre that forms part of the Municipality;

"Section" means a section of the Local Government: Municipal Rates Act, 2004 (Act No. 6 of 2004), as amended, 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;

"Tender" shall include: the form of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Tenderer as the basis of services to be rendered and any further agreement entered into by the Tenderer in terms of the Municipality's General Conditions of Contract and all other schedules thereto;

- "Tenderer(s)"* means the Tenderer whose tender has been duly accepted by the Municipality;
- "Validity Period"* shall be 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 tender,

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 tender documents (and which shall be taken as part of and incorporated into, this tender);

at the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree further that:

the tender 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 tender;

this tender 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 tender within the period for which I/we have agreed that the tender 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 tender 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 tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender;

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 tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender 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 tender 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 tender.

I/We have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender 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.

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 TENDER CONDITIONS

1. All Tenderers are hereby advised that in the event that the tender is accepted by the Municipality all conditions and stipulations set out in this tender and in all forms, schedules and/or annexures hereto, will be the contract between the Tenderer and the Municipality.
2. Tenderers are required to acquaint themselves and to comply in their tender with the following policy documents of the Municipality:
 - 2.1 PROCUREMENT
3. Tender documents are only in English.
4. Failure on the part of the Tenderer to sign this tender 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 tender.
5. If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
6. Tender prices must be completed in terms of “**Schedule 3**” of the tender document.
7. Tenders must be submitted in sealed envelopes.
8. The tender number and closing date must appear on the front of the sealed envelope in which the tender is submitted.
9. All Tenderers are advised that it is an express condition of tender that all Tenderers and nominated persons will be required to show, as part of their tender, that they are in good standing with the Receiver of Revenue, where appropriate, duly registered for purposes of paying RSC levies in terms of the Regional Services Councils Act, 1985 (Act No. 109 of 1985), or in the event of the repeal of this Act – any successor legislation.

The Tenderer and nominated persons (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 and/or any SDC located within the area of jurisdiction of the Municipality.

10. In the event of the Tenderer and/or nominated person not being in good standing and that the Tenderer and/or nominated person is indebted to the Municipality and/or any SDC located within the area of jurisdiction of the Municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the Tenderer, the Tenderer hereby consents to the Municipality deducting from the amount of the tender awarded such amounts as may be lawfully owing to the Municipality and/or to any SDC located within the area of jurisdiction of the Municipality.

11. The Municipality shall not be obliged to accept the lowest or any tender. The Municipality will consider all prices and submissions made by the Tenderers. Should the Municipality during its consideration of the tenders require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Tenderers to submit such a request or revision of the Tender Proposal.

The Municipality shall not be obliged to accept the Tenderer that has obtained the maximum number of points in terms of paragraph 24 **FORM "D"** of the Tender.

12. The Tenderer 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 Tenderers 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 tender due to the failure of the Tenderer complying with any of the requirements of this tender.
14. The covering letter or other matter submitted with the official tender document may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.
15. All data supplied by the Municipality will be received by the Tenderer at his risk. It will be the responsibility of the Tenderer 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.

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

FORM “D”

TENDER SPECIFICATION

TENDER NO...FIN01/2023/24

THE COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEAR/S
1 JULY 2025 TO 30 JUNE 2030

IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004), AS AMENDED.

1. INTRODUCTION

MAGARENG LOCAL Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Act, for the following areas within its area of jurisdiction:

- WARRENTON
- IKHUTSENG
- WARRENVALE
- FARMS within the Municipality's Boundaries i.e. Doornfontein

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

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

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

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

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

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

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

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

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

In terms of Section 39(2)(a) where the Municipality requires the appointment of Assistant Municipal Valuers only, such Assistant Municipal Valuers must be nominated by the Tenderer completing **Schedule 2**.

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

In such cases **Schedule 1 and 2** must be completed.

The Municipality reserves the right to:-

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

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

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

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

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

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

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

3. SERVICES REQUIRED

Tenders are invited from experienced and suitably qualified Tenderers to compile and maintain valuation roll/s and supplementary valuation rolls.

Tenderers will be required to compile a Valuation Roll for the period:-

1 July 2025

to

30 June 2030

In addition to compiling the said valuation rolls,

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

- (1) The preparation of the Rates Policy in terms of the Act in regard to valuation matters.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attending to Valuation Enquiries on behalf of the Municipality.

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

- (4) Valuation of different categories of properties in terms of Section 8.
- (5) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by Municipality.
- (6) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by Municipality.
- (7) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (8) Compliance with the provisions of Section 30.
- (9) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (10) Comply fully with Section 34 – Functions of Municipal Valuer.
- (11) Section 36 – Data Collectors. Assume responsibility for their performance.
- (12) Comply with Section 37 – Delegation where applicable and if necessary.

- (13) Comply with Section 39 – Qualifications of Municipal Valuers.
- (14) Comply with Section 40 – Prescribed Declarations.
- (15) Comply with Section 41 – Inspection of property within defined days and times.
- (16) Comply with Section 42 – Access to Information.
- (17) Comply with Section 43 – Conduct of Valuers.
- (18) Comply with Section 44 – Protection of Information.
- (19) Comply with Section 45 – Valuation methodology and Section 13 hereof.
- (20) Comply with Section 46 – General basis of valuation.
- (21) Comply with Section 47 – Sectional Title Schemes.
- (22) Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this tender.
- (23) Comply with Section 51 – Processing of objections, if so required by Municipality.
- (24) Comply with Section 52(1)(3) – Compulsory review.
- (25) Comply with Section 53 – Notification.
- (26) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (27) Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by Municipality.
- (28) Comply with Section 81 & 82 of the Act. Tenderers/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the Municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act.
Such data will be available in a format that is easy to read, understand and interpret.
- (29) Comply with Section 85 – Copyright of valuation rolls and other data.
All data belongs to the municipality and the municipal manager must ensure that such data is received prior final payment to the service provider (valuer) and is adequately protected. The municipal valuer must submit all data including the valuation roll in a format wherein the municipality can easily copy and or extract information from such datasets (for example Excel, Access and Word). The pdf version where required must also be submitted. This is to enable the municipality easy use of such information for other purposes. These include assisting in rates tariff modelling when comparing the change in valuations between the two valuation rolls. These changes in valuations due to a new valuation roll impacts on changes in rates payable by property owners in each property category.

4. DEFINITIONS

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

Property Master File:

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

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

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

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

Example: Erf 14 & 15 Dunswart 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 Ravenswood Agricultural Holdings excised into Portion 315 of the Farm Klipfontein 83 I.R. Under Holding 16 it will be referred to as unregistered and under Portion 315 it will cross-refer as "previously Holding 16 Ravenswood Agricultural Holding";

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

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

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

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

Accordingly, Tenderer will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000 and that such manual will be attached under **Schedule 10** hereof.

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

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

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

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

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

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

6. CONFIDENTIALITY

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

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

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

7.1 PENALTIES AND DEFAULTS

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

In the event of Tenderer not conforming to the standards required by the Municipality as contained in the tender document, Tenderer shall be given 30 days written notice to remedy such default failing which, the Municipality will be allowed to cancel this appointment without further notice.

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

- 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 against monitoring;
- Non-compliance with the Act and any other conditions referred to in this tender.
- Dishonesty
- Corruption

In the case of dishonesty or corruption the Municipality may terminate this appointment on immediate proof of conviction being made available to Municipality.

In all of the other events, the Municipality will give Tenderer 30 days notice to remedy such default, failing which the Municipality shall cancel this tender without further notice or advise.

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

The Nominated Person as well as the Tenderer shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not.

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

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

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

7.2 PENALTIES

1. Delay in complying with stage 1 of the tender, R1000,00 per day until completion.
2. Delay in complying with stage 2 of the tender, R1000,00 per day until completion.
3. Delay in complying with stage 3 of the tender, R1000,00 per day until completion.
4. Delay in complying with stage 4 of the tender, R1000,00 per day until completion.
5. Delay in complying with stage 5 of the tender, R1000,00 per day until completion.
6. Delay in complying with stage 6 of the tender, R1000,00 per day until completion.
7. Delay in complying with stage 7 of the tender, R1000,00 per day until completion.

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

7.3 RETENTION

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

8. INSURANCE

Tenderer shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity Insurance relating to the nominated person/s held by the Tenderer up to the Bid Contract price tendered and Public Liability Insurance held by Tenderer up to the Bid Contract price tendered.

9. VALUATION SUMMARY

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

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

| DESCRIPTION | ESTIMATED NO OF ENTRIES |
|---|-------------------------|
| Residential | 6499 |
| Sectional title units - residential | |
| Low income housing - residential | |
| Industrial | 16 |
| Sectional title units - industrial | |
| Business and commercial | 106 |
| Sectional title units – business and commercial | |
| Agricultural | 473 |
| Specialised properties, e.g. airports, hospitals, hotels, mining, petrol filling stations, shopping centres, etc. | |
| Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc. | 352 |
| Vacant Land | 14 |
| Township owner interest accounts including unregistered erven comprising the townships | |
| Public service infrastructure | 78 |
| Any other property type as specified by the municipality | |
| TOTAL ESTIMATED NO OF ENTRIES | 7538 |

Tenderers shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Master will be made and compared to the above estimate. The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 1.14 of **Schedule 3** hereof.

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

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

10. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled for the following periods:

| | | |
|-------------|----|--------------|
| 1 July 2026 | to | 30 June 2027 |
| 1 July 2028 | to | 30 June 2029 |
| 1 July 2029 | to | 30 June 2030 |

Tenderer will be required to submit a certified supplementary valuation roll by the agreed date for the period of validity of the valuation roll.

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

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

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

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

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

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

11. OBJECTIONS

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

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

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

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

12. APPEALS

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

13. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

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

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

If the findings of the Municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give Tenderer 30 days written notice setting out their findings and request Tenderer to rectify such default, failing which Municipality shall be entitled to cancel this tender without further notice.

Tenderer will be given the opportunity to explain to Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by Tenderer. All data collected by Tenderer, in whichever format, is the property of Municipality.

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

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

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

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

13.1 RESIDENTIAL ERVEN AND BUILDINGS

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

13.2 SECTIONAL TITLE SCHEMES

- Name of scheme
- Registration no of scheme
- Section number
- Section use (residential, garage, store room, shop, office, industrial, etc.)
- Door number

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

13.3 INCOME PRODUCING PROPERTIES

Size of Erf
Street address if available
Rentable or usable area
Gross building area/s
Description of units i.e. 12 x 1 bedroom flats 6 x ground floor shops
Rentals actual and/or estimates provided by agents, tenants, landlords etc.
Expense ratio to gross income
Town planning zoning
Actual use
Surplus developable land
Other income factors e.g. car bays
Turnover contribution if available
Condition rating
Quality of building rating
Owner
Sales date
Sales price
Sales capitalization rates and other information obtained from agents, brokers, purchasers etc.

13.4 SPECIALISED PROPERTIES

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

13.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

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

13.6 AGRICULTURAL SMALL HOLDINGS

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

13.7 URBAN VACANT LAND

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

13.8 GENERAL

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

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

In the case of all properties other than agricultural farming units, where aerial photography and/or satellite imagery is not being used a 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 on an ongoing basis during the duration of this tender.

Sales are to be recorded and distinguished between vacant and improved sales as well as unusable 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 town planning zonings are to be reflected.

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

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

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

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

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

1. Current Valuation Roll;
2. Copies of all Supplementary Valuation Rolls;
3. An extract of the municipality's billing system
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 Tenderer to obtain at their cost (**Indicate with a tick what is applicable**)

14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN |
|-----|---|--------------------------------|--|
| 1. | Aerial photographs/satellite imagery | | Tenderer to obtain aerials at the cost of Tenderer |
| 2. | Building plans | X | |
| 3. | Bulk deeds download at commencement date | X | |
| 4. | Cadastre | <u>X</u> | <u>X</u> |
| 5. | Copies of all offers received to purchase and/or lease Municipal properties | X | |
| 6. | Copies of all sales/rental agreements relating to properties sold by Municipality whether registered or not | X | |
| 7. | Copies of all consent use applications received, approved or declined | X | |
| 8. | Copies of all township applications, rezonings, consolidations, notarial ties submitted to Municipality | X | |
| 9. | Copies of all approvals and/or rejections by Municipality of the above | X | |
| 10. | Copies of all policy decisions relating to immovable property within Municipality | X | |
| 11. | Copies of water and electricity deposits relating to properties not previously connected | X | |
| 12. | Development Plan | X | |
| 13. | Geographic information system | | <u>X</u> |
| 14. | Monthly clearance certificates | X | |
| 15. | Monthly Deeds downloads | | X |
| 16. | Monuments and Heritage buildings declared from time to time | X | |
| 17. | Occupation Certificates where available | X | |

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN |
|-----|--|--------------------------------|-----------------------------------|
| 18. | Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. | X | |
| 19. | Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements | X | |
| 20. | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | X | |
| 21. | Town planning scheme | X | |
| 22. | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement | X | |

14.3 SUPPLEMENTARY VALUATION ROLL

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

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN |
|-----|---|-------------------------|--|
| 1. | Aerial photographs/ satellite imagery | | Tenderer to obtain aerals at the cost of Tenderer. |
| 2. | Building plans and schedule of monthly completed buildings. | X | |
| 3. | Cadastre monthly updates | <u>X</u> | <u>X</u> |
| 4. | Monthly copies of all offers received to purchase and/or lease Municipal properties | X | |
| 5. | Monthly copies of all sales/rental agreements relating to properties sold by Municipality whether registered or not | X | |
| 6. | Monthly copies of all consent use applications received, approved or declined | X | |
| 7. | Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to Municipality | X | |
| 8. | Monthly copies of all approvals and/or rejections by Municipality of the above | X | |
| 9. | Monthly copies of all policy decisions relating to immovable property within Municipality | X | |
| 10. | Monthly copies of water and electricity deposits relating to properties not previously connected | X | |
| 11. | Development Plan and changes thereto | X | |
| 12. | Geographic information system Monthly maintenance thereof - if applicable | | |
| 13. | Monthly clearance certificates | X | |
| 14. | Monthly Deeds downloads | X | |
| 15. | Monuments and Heritage buildings declared from time to time | X | |

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN |
|-----|--|-------------------------|----------------------------|
| 16. | Occupation Certificates where available | X | |
| 17. | Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – ongoing basis | X | |
| 18. | Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – ongoing basis | X | |
| 19. | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | X | |
| 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 | X | |
| 22 | Annual inspection and review of section 9 & 15 properties referred to in the Act | X | x |
| 23 | Monthly diagrams from surveyor general | X | x |
| 24 | Notices appearing in government/provincial gazettes relating to properties within the municipality | X | |
| 25 | Annual review of rates policy copy thereof | X | |

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

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

15. PRINTING AND BINDING OF ROLLS

Tenderer shall be responsible for providing 3 copies of the valuation roll, one of which will be certified by him/her. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.

The valuation roll shall be spirally bound and each volume shall be numbered and contain a cover and back page. All pages of the valuation roll shall be consecutively numbered.

The printing and binding of the valuation roll shall be for the account of the Tenderer. In addition, Tenderer shall provide the Municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format. Insert comment relating to format and 'unlocked'. To be able to manipulate the valuation roll for analysis.

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

16. VALUATION SYSTEM

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

- 16.1 If a mass valuation system is used by Tenderer, the system must be compatible with the valuation system of the Municipality if applicable.
- 16.2 The valuation system must be compatible with the GIS system utilized by the Municipality as well as other management systems that are affected by the valuation process.
- 16.3 The valuation system must be compatible with the billing system of the Municipality
- 16.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 16.5 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.

16.6 In the case of property data

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

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

16.7 In the case of valuations

All current and future valuations
All changes to valuations to be historically reflected
Ability to produce monthly supplementary rolls for auditing and checking purposes

16.8 Objections

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

16.9 Other

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

Building plan data where available, site plans, aerial photographs, Gis data, and all other pertinent data on a historic basis. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this tender, pertaining to that erf can be extracted by reference to that erf.

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

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

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

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

17.1 DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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

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

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

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

- Tenderer will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.
- Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- Tenderer shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third party data.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.
- Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderers appointed network administrator/s only.
- Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- Tenderers will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service provider's infrastructure.

- Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- Tenderer may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
- Tenderer will ensure that all data is backed up on a daily basis and verified.
- Tenderer will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- Tenderer will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- Tenderer will ensure that this backup cycle be enforced for the duration of the tender.
- Tenderer will adhere to and implement the backup software vendors 'best practice' specifications.
- Tenderer will adhere to and comply with the backup hardware manufacturers specifications.
- Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

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

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

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

17.2 DATA TRANSFER

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

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

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

Tenderer may utilise optical based media technology for archiving purposes.

Tenderer may utilise optical based media technology for data presentation.

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

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

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

17.3 GENERAL

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

18. KEY TASK FUNCTIONS

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

| Guide line periods | | | | | |
|--------------------|---|---------------|---------------------------|----------------------------|--|
| STAGE | DESCRIPTION | DEADLINE DATE | Type A large municipality | Type B medium municipality | Type C small municipality |
| 1 | Initial Data collection, deeds down load, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master. | 2-4 months | 6-8 months | 3-4 months | 2-4 months |
| 2 | Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc | 4-6 months | 12-18 months | 8-12 months | 4-6 months |
| 3 | Compiling of valuations | 2 -3months | 6 months | 4 months | 2-3 months |
| 4 | Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation | 1 months | 2-3 months | 1-2 months | 1 month |
| 5 | Submission of draft roll | | | | Municipality may at their option require a draft roll to assist in the determination of their tariffs or to internally monitor the standard of the valuation roll. If required they may require Tenderer to correct the draft roll prior to submission of the certified roll |

| STAGE | DESCRIPTION | DEADLINE DATE | Guide line periods | | |
|-------|---|---------------|---------------------------|----------------------------|---------------------------|
| | | | Type A large municipality | Type B medium municipality | Type C small municipality |
| 6. | Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the municipality | 1-2 months | 1 month | 2 -4 weeks | |
| 7 | Objections process as per Act | | | | |
| 8 | Valuation appeal board hearing | | | | |
| 9* | Attending to all valuation enquiries | | | | |

19. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

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

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

20. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll
- All supplementary valuation rolls
- Cadastre information
- Aerial photographs if supplied by municipality

Bulk Deeds download.

Download all data onto Tenderers valuation system and create property master.

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

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

Order aerial photographs if not supplied by Municipality.

Stage 2: DATA COLLECTION:

Includes: -

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

Use of aerial photographs for identification and/or electronic measurement.

Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

Stage 4: MONITORING OF VALUATIONS:

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

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

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

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

Stage 5: SUBMISSION OF DRAFT ROLL:

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

Stage 6: CORRECTIONS TO DRAFT ROLL:

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

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

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

Stage 7: OBJECTION PROCESS:

Tenderer will be obliged to attend to the following:

To assist in section 49 (1)

Receive objections in terms of section 50(5)

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

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

Stage 8: VALUATION APPEALS BOARD HEARINGS:

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

Stage 9: SUBMISSION OF ALL DATA TO MUNICIPALITY:

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

21. PUBLIC PARTICIPATION AND AWARENESS:

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

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

22. METHODS OF PAYMENT:

The Municipality will pay Tenderer on a progress basis measured against performance of each stage during the compilation of the valuation roll.

| STAGE NO. | DESCRIPTION | % PAYMENT | PAYABLE ON COMPLETION | PAYABLE IN MONTHLY PAYMENTS |
|-----------|--|-------------|--|-----------------------------|
| 1 | Commencement phase | 10% | √ | |
| 2 | Data collection | 10% | | √ |
| 3 | Valuation compilation | 20% | | √ |
| 4 | Internal monitoring | - | | |
| 5 | Submission Draft Roll | 15% | √ | |
| 6 | Submission of certified roll and supporting data to Municipality and issue by Municipality of delivery certificate | 15% | √ | |
| 7 | Objection process | 10% | √ | |
| 8 | Valuation appeal board hearing | 10% | At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission. | |
| 9 | Updating of submitted data to Municipality and issue by Municipality of final delivery certificate | 10% | √ | |
| | | 100% | | |

23. SCHEDULE OF FEES

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

24. TENDERERS EVALUATION

Tenderer will first be evaluated on the following points scoring criteria and thereafter be subjected to a further evaluation regarding equity ownership, (HDI & SMME) other procurement requirements of the Municipality and price.

| FUNCTIONALITY | | | |
|---|---|------------|-------|
| | | POINTS | SCORE |
| 1. Municipal Valuer | At least TWO letters of appointment on General Valuation Rolls as a Municipal Valuer in a Municipality. | 20 | |
| | Registration certificate as a professional valuer or professional associated valuer (with no restrictions), with a valid registration with the SACPVP | 10 | |
| 2. Reference Letters | Two contactable reference letters on a letterhead of clients for compilation of valuation rolls;work has been conducted over the past 5 years in terms of the MPRA. | 20 | |
| 3. Skills transfer programme | A detailed plan on the skills transfer program (Coaching and mentoring of in-house staff) | 5 | |
| 4. Municipal Project plan | Project Plan aligned with municipal project plan time frames, its deliverables and monthly cash flows. | 5 | |
| 5. Valuation Methodology | Methods to be applied to different categories of property | 10 | |
| 6. Human resources capacity | List of the team and its qualifications with CVs | 5 | |
| 7. Back-up and recovery plan | Provision of the specified back-up and recovery plan | 5 | |
| 8. Public Participation | Provision of an implementation plan for the specified public participation plan with media examples and timeframes | 5 | |
| 9. Quality Assurance Plan | Provision of a Quality Assurance Implementation Plan with project phase details and process flow | 5 | |
| 10. Valuation Roll Management System (VRMS) | Valuation Roll Management System (VRMS) licensed, functional and operational as per bid specification. (Attach copy of licence) | 10 | |
| TOTAL | | 100 | |

For Tenderers to be considered for the next phase of evaluation, they must achieve a minimum rating of 70% under this paragraph.

The Municipality will refer the tenders after this evaluation process to the relevant tender committee for further adjudication and consideration.

It should be noted that the Municipality will not be obliged to appoint the Tenderer obtaining the highest points in terms hereof.

25. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

25.1 GENERAL DESCRIPTION OF SERVICE

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

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

25.2 GIS DATA STANDARDS

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

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

25.3 SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

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

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

RETURNABLE DOCUMENTS

| | Pages |
|--------------------------------|-------|
| • List of Returnable Documents | 47 |
| • Returnable Schedules | 48-83 |

LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the bid. Whilst many of the returnable are required for the purpose of evaluating the bids, some will form part of the subsequent contract, as they form the basis of the bid offer. For this reason, it is very important that bidders return **all information requested**.

| | |
|--|---------|
| A: Invitation to Bid | MBD 1 |
| B: Declaration of Good Standing Regarding Tax | MBD 2 |
| C: Declaration of interest | MDB 4 |
| D: Preference points claim form | MDB 6.1 |
| E: Declaration of Bidder's Past Supply Chain Management Practices | MDB 8 |
| F: Certificate of Independent Bid Determination | MBD 9 |
| G: Central Supplier Database report (Not older than 3 months from closing date of this tender) | |
| H: Tax Clearance Certificate or Tax Compliance Status Pin Issued | |
| I: Authority of Signatory | |
| J: Certified copy of Certificate of Tenderer's Certified B-BBEE Status Level of Contributor | |
| K: Certified copy of Professional Indemnity Insurance | |
| L: Latest Municipal account not more than 90 days in arrears from closing date of this tender and/or copy of valid Lease Agreement (if renting) as per conditions set out in Form L page 67. | |
| M: General Conditions of Contract | |
| N: Payment of Service Provider | |

Returnable Schedules

A: INVITATION TO BID (MBD 1)

PART A
INVITATION TO BID

| | | | | | |
|--|---|---------------|--|-------------------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | BID NO: FIN01/2023/24 | CLOSING DATE: | 07 September 2023 | CLOSING TIME: | 12h00 |
| DESCRIPTION | The Compilation of the valuation roll and supplementary valuation rolls and maintenance thereof for the financial year/s 01 July 2025 to 30 June 2030 | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM | | | | | |
| MAGARENG Municipality | | | | | |
| Magrieta Prinsloo Street | | | | | |
| Warrenton | | | | | |
| 8530 | | | | | |
| 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 | Supply Chain Management | | DEPARTMENT | Revenue | |
| CONTACT PERSON | Chrystal Kruger | | CONTACT PERSON | Kgofo Modise | |
| TELEPHONE NUMBER | 053 497 3111 | | TELEPHONE NUMBER | 053 497 3111 | |
| E-MAIL ADDRESS | cc@kruger29@gmail | | E-MAIL ADDRESS | revenue@magareng.gov.za | |

PART B

TERMS AND CONDITIONS FOR BIDDING

| | |
|---|---|
| 1. BID SUBMISSION: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1. | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2. | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3. | APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4. | FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |
| 2.5. | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.6. | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.7. | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <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 |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| 3.3. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

B: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

It is a condition of this bid, that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder tax obligations.

1. In order to meet this requirement, bidders are required to complete in full TCC 001 "Application for a Tax Clearance" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate or Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate or Tax Compliance Status Pin will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website, www.sars.gov.za.
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFillers through the website, www.sars.gov.za.

Name of Tenderer: Date:

Signature: Full Name of Signatory:

C: DECLARATION OF INTEREST (MBD 4)

| | | |
|--|---|----------|
| 1. | No bid will be accepted from persons in the service of the state. | |
| 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 favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative: | |
| 3.2 | Identity Number: | |
| 3.3 | Position occupied in the Company (director, trustee, shareholder ²): | |
| 3.4 | Company Registration Number: | |
| 3.5 | Tax Reference Number: | |
| 3.6 | VAT Registration Number: | |
| 3.7 | The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) 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: | |
| <p>¹ MSCM Regulations: "in the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p> | | |
| 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 | YES / |

D:PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022(MBD 6.1)

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

| | | POINTS |
|--|---------------------------------|------------|
| PRICE | | 80 |
| SPECIFIC GOALS | B-BBEE Status Level | 10 |
| | Location of offices of tenderer | 10 |
| Total points for Price and SPECIFIC GOALS | | 100 |

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

B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), 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.

LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

| | | |
|------|---|---|
| Ps | = | Points scored for price of tender under consideration |
| Pt | = | Price of tender under consideration |
| Pmin | = | Price of lowest acceptable tender |

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

| | | |
|------------------|---|---|
| P _s | = | Points scored for price of tender under consideration |
| P _t | = | Price of tender under consideration |
| P _{max} | = | Price of highest acceptable tender |

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of —
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below

*** Note to tenderers: The tenderer must indicate how they claim points for each preference point system**

| SPECIFIC GOALS | | | |
|------------------------------------|--------------------------|--|-------------------------------|
| B-BBEE (10) | | Locality (10) | |
| B-BBEE Status Level of Contributor | Number of Points for HDI | Locality | Number of Points for Locality |
| 1 | 10 | Within the boundaries of Magareng Local Municipality | 10 |
| 2 | 9 | | |
| 3 | 7 | Within the boundaries of Northern Cape District / Frances Baard District | 5 |
| 4 | 6 | | |
| 5 | 4 | | |
| 6 | 3 | Within the boundaries of Northern Cape | 2 |
| 7 | 2 | | |
| 8 | 1 | Outside the boundaries of the Northern Cape or failure to provide proof | 0 |
| Non-compliant contributor | 0 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 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. will fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <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: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars: | | |

E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

F: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes 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

F: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

BID NUMBER: FIN 01/2023/24 The compilation of the valuation roll and supplementary valuation rolls and maintenance thereof for the financial year/s 01 July 2025 to 30 June 2030

(Bid Number and Description)

in response to the invitation for the bid made by:

MAGARENG LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

^a **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.**

.....
Signature Date

.....
Position Name of Bidder

G: CENTRAL SUPPLIER DATABASE REPORT (NOT OLDER THAN 3 MONTHS FROM CLOSING DATE OF THIS TENDER)

Attach document to this page

Name of Tender: Date:

Signature: Position:

Full Name of signatory:

H: TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN ISSUED.

Attach document to this page

Name of Tender:

Date:.....

Signature:Position:.....

Full Name of signatory:

I: AUTHORITY OF SIGNATORY

We, the undersigned, hereby authorize Mr/Ms, authorized signatory of the company,, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|---|
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |

Attach document to this page

Name of Tender: Date:

Signature: Position:

Full Name of signatory:

Attach document to this page

Name of Tender:

Date:.....

Signature:Position:

Full Name of signatory:

L:LATEST MUNICIPAL ACCOUNT NOT MORE THAN 90 DAYS IN ARREARS FROM CLOSING DATE OF THIS TENDER OR COPY OF VALID LEASE AGREEMENT (IF RENTING) AS SET OUT BELOW

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 months at the tender closure date and in case of a lease agreement, should not have expired.
- b) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (c).
- c) Conditions for Lease agreement;
 - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
 - ii. The same Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
 - iii. The Lessee's Entity name must appear on the Lease Agreement.
- d) Municipal Information:

Municipality where business is situated:

Registered Municipal Account Number:

Stand/Erf Number:

Name of Street:

Name of the Suburb:

Name of the City/Town:

Postal Code:

Name of Tenderer: Date:

Signature: Full Name of Signatory:

M: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

- 1.** Definitions
- 2.** Application
- 3.** General
- 4.** Standards
- 5.** Use of contract documents and information; inspection
- 6.** Patent rights
- 7.** Performance security
- 8.** Inspections, tests and analysis
- 9.** Packing
- 10.** Delivery and documents
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- 24.** Dumping and countervailing duties
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- 33. National Industrial Participation Program (NIPP)
- 34. Prohibition of restrictive practices

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 (form of Offer and Acceptance) 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. It is the amount stipulated in the form of offer by the bidder.
 - 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 consignee's 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 markets 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 Elundini Municipality or any other agency or body on whose behalf it has been authorized to procure goods and services and includes the accounting officer of this municipality or his nominee.
- 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 **“State”** includes the municipality;
- 1.26 **“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 local press or accessed electronically or in hard copy form from the municipality upon payment of any prescribed fee.

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 and also 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 insofar 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 municipality or an organization acting on behalf of the municipality.
- 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 acceptable 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for

performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3** 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 will, at the discretion of the Accounting Officer, 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 favorable 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 municipality 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 (NIP) Program

- 33.1** The NIP Program 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.

N: PAYMENT OF THE SERVICE PROVIDER

The supplier will be paid 30 days after submission of the invoice to the municipality offices.

1. THE QUOTE AND ESCALATION

A lump sum quote is to be provided with detailed cost breakdown and suppliers must ensure that all their costs are covered in the quote. No additional costs will be provided for. The lump sum quoted on this bid shall include all costs and disbursements and these must not be quoted separately. No price escalation will be applicable.

Service providers are expected to submit quotations based on the following three options:

- a) Payment made in full in 30 days after the submission of the invoice to the municipality;
- b) Lease to buy based on a three months period from the date of delivery; and
- c) Lease to buy based on a six months period from the date of delivery.

2. GENERAL

Please bear in mind that the above Bidding does not represent an appointment and this Municipality will not be held responsible for any cost incurred in preparing such a proposal. An appointment is therefore not guaranteed. The Municipality reserves the right not to accept any proposal.

SCHEDULE 1 (A)

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

The Tenderer 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 certified copy of certificate)

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

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

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WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
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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.

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| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
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VALUATION APPEAL BOARD HEARINGS

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
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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 the completion of this questionnaire and that all information supplied by me is true and correct.

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

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

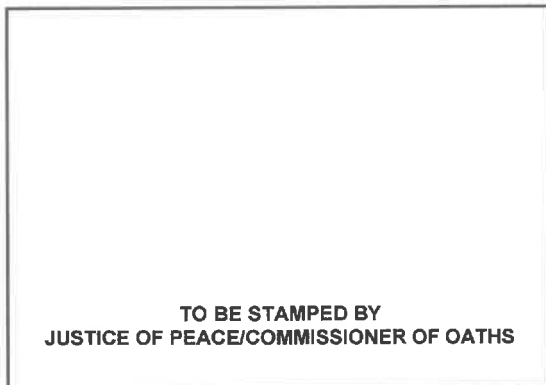
Signed by me at _____ this _____ day _____ 20____

SIGNATURE: NOMINATED PERSON AS MUNICIPAL
VALUER

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 theday of20____*

Justice of Peace/Commissioner of Oaths



SCHEDULE 1 (B)

AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

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

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WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
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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 |
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
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VALUATION APPEAL BOARD HEARINGS

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
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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 the completion of this questionnaire and that all information supplied by me is true and correct.

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

I further undertake by my signature hereof that in the event of the nominated Municipal valuer in terms of **Schedule 1(A)** hereof not being able to carry out his duties as a result of accident, death, ill health or insolvency, I hereby bind myself jointly and severally with Tenderer and/or the Municipal valuer to fulfil all obligations and requirements of this tender. I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

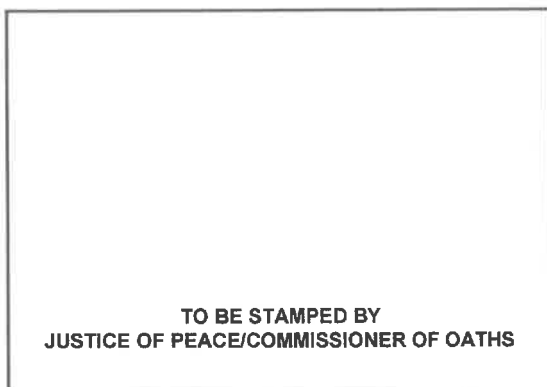
Signed by me at _____ this _____ day _____ 20____

SIGNATURE: _____
NOMINATED PERSON AS SUBSTITUTE
MUNICIPAL VALUER

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 theday of20_____

Justice of Peace/Commissioner of Oaths



SCHEDULE 2(A)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

In the case of nomination for assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide for succession in the event of one of the nominated assistant municipal valuers 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 certified copy of certificate)

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

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

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WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
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VALUATION BOARD HEARING EXPERIENCE

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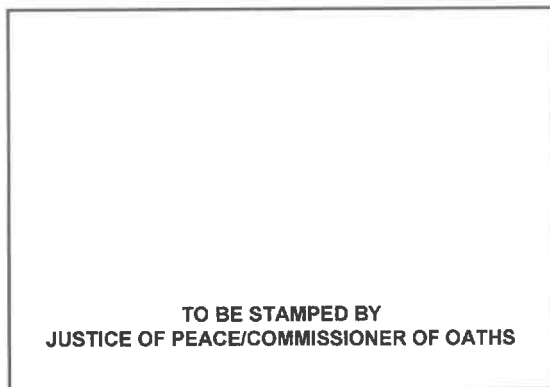
Signed by me at _____ this _____ day _____ 20____

SIGNATURE: ASSISTANT NOMINATED MUNICIPAL
VALUER NO. 1

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 theday of20____*

Justice of Peace/Commissioner of Oaths



SCHEDULE 2(B)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

In the case of nomination for assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide for succession in the event of one of the nominated assistant municipal valuers 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 certified copy of certificate)

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

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

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

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VALUATION BOARD HEARING EXPERIENCE

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VALUATION APPEAL BOARD HEARINGS

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The questionnaire has been completed by me in full.

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

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

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

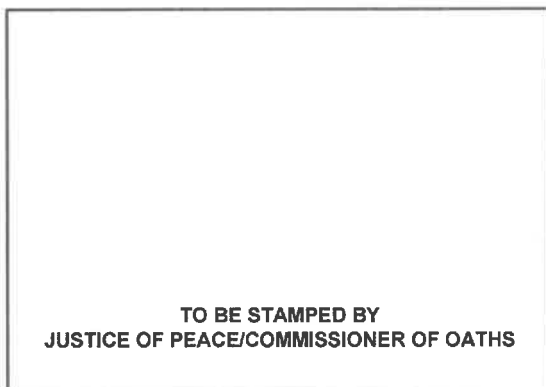
Signed by me at _____ this _____ day _____ 20 _____

SIGNATURE: _____
ASSISTANT NOMINATED MUNICIPAL
VALUER NO. 2

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 theday of20_____ .

Justice of Peace/Commissioner of Oaths



SCHEDULE 2(C)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

In the case of nomination for assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide for succession in the event of one of the nominated assistant municipal valuers 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 certified copy of certificate)

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

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
|----------------------|--------------------------|---------------------------|-----------|----------------|
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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 |
|-------------------------|------------------|---------------------|--------------|
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|----------------------|------------------------|----------------|----------|
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|----------------------|------------------------|----------------|----------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
| | | | |
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VALUATION APPEAL BOARD HEARINGS

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|----------------------|---------------------|-------------------|-----------------|---------------|-----------------------------------|---|
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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 the completion of this questionnaire and that all information supplied by me is true and correct.

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

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

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: ASSISTANT NOMINATED MUNICIPAL
VALUER NO. 3

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 theday of20____*

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 2(D)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

In the case of nomination for assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide for succession in the event of one of the nominated assistant municipal valuers 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 certified copy of certificate)

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

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
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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 |
|-------------------------|------------------|---------------------|--------------|
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|----------------------|------------------------|----------------|----------|
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|----------------------|------------------------|----------------|----------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
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VALUATION APPEAL BOARD HEARINGS

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|----------------------|---------------------|-------------------|-----------------|---------------|-----------------------------------|---|
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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 the completion of this questionnaire and that all information supplied by me is true and correct.

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

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

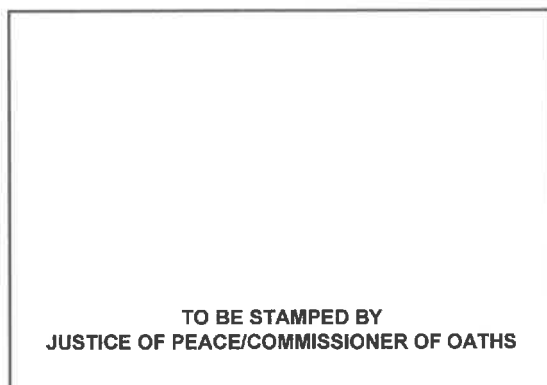
Signed by me at _____ this _____ day _____ 20____

SIGNATURE: _____
ASSISTANT NOMINATED MUNICIPAL
VALUER NO. 4

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 theday of20_____

Justice of Peace/Commissioner of Oaths



SCHEDULE 3

DETERMINATION OF FEES

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

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

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT INCLUDING VAT | COMMENT |
|------|---|-------------------------|----------------------|---|
| 1 | Valuation Roll | Fixed tender amount | | Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rates of items 1.1 to 1.14 hereunder. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.14 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.14 |
| | | Lump Sum | R | |
| | | Rate per entry incl vat | | |
| 1.1 | Residential | | | |
| 1.2 | Sectional title units - residential | | | |
| 1.3 | Low income housing - residential | | | |
| 1.4 | Industrial | | | |
| 1.5 | Sectional title units - industrial | | | |
| 1.6 | Business and commercial | | | |
| 1.7 | Sectional title units – business and commercial | | | |
| 1.8 | Agricultural | | | |
| 1.9 | Specialised properties, e.g. airports, hospitals, hotels, mining, petrol filling stations, shopping centres, etc. | | | |
| 1.10 | Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc. | | | |
| 1.11 | Vacant Land | | | |
| 1.12 | Township owner interest accounts including unregistered erven comprising the townships | | | |
| 1.13 | Public service infrastructure | | | |
| 1.14 | Any other property type as specified by the municipality | | | |
| 2.1 | Supplementary valuations Monthly option | | Monthly incl vat | Municipality to define in terms of paragraph 14 the functions and data it will provide during the supplementary phase of the tender. |
| | Year 1 | | R | |

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT INCLUDING VAT | COMMENT |
|----------|---|---|----------------------|---|
| | Year 2 | | R | |
| | Year 3 | | R | |
| 2.2 | Entry option | Rate per entry incl vat | | |
| 3 3.1 | Objections: quasi court attendance and preparation if required by Municipality | Per day incl vat | | |
| 3.2 | Section 51 compliance | | nil | Part of compilation fee |
| 3.3 | Section 53 (3) | Per reason incl vat | | |
| 4.1 | Appeals Board Hearings: Preparation and consultations with professionals appointed by the Municipality for specific appeals | Per hour incl vat | | |
| 4.2 | Attendance at Appeal Board hearing | Per day incl vat | | |
| 5 | Data collection | Fixed fee incl vat | | Tenderer to refer to what is required under paragraph 14 hereof |
| 6 | Public awareness | Fixed fee incl vat | | |
| 7 | Valuations other than for rating purposes | State the basis of fees incl vat | | |
| 8 | Consultations | Hourly rate incl vat | | |
| 9 | Valuation enquiries | Fixed fee incl vat | | |
| 10 | Travelling expenses for valuations 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 | Disbursements for valuations 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 | | |

OPTION TO EXTEND THIS CONTRACT

Municipality shall, subject to Tenderer having complied with all of the terms and conditions of this tender to the satisfaction of the Municipality and subject to them having issued a final delivery certificate have the right to extend this tender for a further period as follows:

For the financial years 1 July 2030 to 30 June 2031

Supplementary valuations for the following periods:

1 July 2030

to

30 June 2031

In the event of Municipality wishing to either extend or not exercise this option they shall advise Tenderer in writing of their decision by not later than the ___day of ____2030

Schedule of fees applicable during the option period

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT INCLUDING VAT | COMMENT |
|------|---|--------------------------------|----------------------|---|
| 1 | Valuation Roll | Fixed tender amount | | Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rates of items 1.1 to 1.14 hereunder. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.14 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.14 |
| | | Lump Sum | R | |
| | | Rate per entry incl vat | | |
| 1.1 | Residential | | | |
| 1.2 | Sectional title units - residential | | | |
| 1.3 | Low income housing - residential | | | |
| 1.4 | Industrial | | | |
| 1.5 | Sectional title units - industrial | | | |
| 1.6 | Business and commercial | | | |
| 1.7 | Sectional title units – business and commercial | | | |
| 1.8 | Agricultural | | | |
| 1.9 | Specialised properties, e.g. airports, hospitals, hotels, mining, petrol filling stations, shopping centres, etc. | | | |
| 1.10 | Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc. | | | |
| 1.11 | Vacant Land | | | |

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT INCLUDING VAT | COMMENT |
|------|---|---|----------------------|--|
| 1.12 | Township owner interest accounts including unregistered erven comprising the townships | | | |
| 1.13 | Public service infrastructure | | | |
| 1.14 | Any other property type as specified by the municipality | | | |
| 2.1 | Supplementary valuations Monthly option | | Monthly incl vat | Municipality to define in terms of paragraph 14 the functions and data it will provide during the supplementary phase of the tender. |
| | Year 1 | | R | |
| 2.2 | Entry option | Rate per entry incl vat | | |
| 3 | Objections: | | | |
| 3.1 | quasi court attendance and preparation if required by Municipality | Per day incl vat | | |
| 3.2 | Section 51 compliance | | nil | Part of compilation fee |
| 3.3 | Section 53 (3) | Per reason incl vat | | |
| 4.1 | Appeals Board Hearings: Preparation and consultations with professionals appointed by the Municipality for specific appeals | Per hour incl vat | | |
| 4.2 | Attendance at Appeal Board hearing | Per day incl vat | | |
| 5 | Data collection | Fixed fee incl vat | | Tenderer to refer to what is required under paragraph 14 hereof |
| 6 | Public awareness | Fixed fee incl vat | | |
| 7 | Valuations other than for rating purposes | State the basis of fees incl vat | | |
| 8 | Consultations | Hourly rate incl vat | | |
| 9 | Valuation enquiries | Fixed fee incl vat | | |
| 10 | Travelling expenses for valuations 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 | Disbursements for valuations 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 | | |

SCHEDULE 4

DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be as set out under paragraph 17 hereof.

In the event of Tenderer not wishing to conform to such standards Tenderer shall attach as **Schedule 4**, a complete proposal in this regard.

Municipality shall not be obliged to accept such proposal of Tenderer and Municipality reserves the right to refer the proposal of Tenderer for evaluation by a recognised expert in the field of data back up and recovery

SCHEDULE 5

COMPUTER SYSTEM

Tenderer to attach a detailed inventory of the current computer equipment owned by him as well as future computer needs necessary to comply with this tender. Tenderer may appoint a specialist to assist him to meet the computer and IT requirements to comply with this tender.

Where the Tenderer elects to employ a specialist organisation to assist him in regards to the computer requirements a proposal by such specialist must be attached hereto.

Municipality reserves the right to appoint a duly qualified computer expert to check, verify and confirm that the computer equipment, system and other IT resources of the Tenderer, will adequately manage and cope with the requirements of this tender for the full duration of the tender.

SCHEDULE 6

HUMAN RESOURCES

Tenderer and/or nominated person/s to complete the following schedule:
Schedule 6 must be accompanied by a human resources organogram of Tenderer and nominated person/s

| NAME OF PERSON | EXPERIENCE | YEARS OF EXPERIENCE | FULL TIME OR PART TIME ON PROJECT | PROFESSIONAL QUALIFICATIONS |
|----------------|------------|---------------------|-----------------------------------|-----------------------------|
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SCHEDULE 7

PROJECT WORK PLAN

Tenderer to attach as **Schedule 7** comprehensive work plan reflecting inter-alia:-

Work definition
Work flow
Timelines
Deadlines

Note the above schedule will together with the Key Task Functions under paragraph 18 hereof become the basis upon which the municipality will monitor the Tenderers progress and Municipality shall be entitled to take action against Tenderer if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 7 hereof.

Tenderer to include hereunder a work flow diagram or chart illustrating his understanding of the entire valuation process necessary to compile the valuations referred to in this tender.

SCHEDULE 8
PROOF OF INSURANCE COMPLIANCE

Attached as Schedule 8 proof in terms of paragraph 8.

SCHEDULE 9

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

Attach an original or certified copy of the manual submitted in terms of the above Act here:-

SCHEDULE 10

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

Attached an original or certified copy of the nominated person's registration with The South African Council for the Property Valuers Profession.

SCHEDULE 11

**COPIES OF DULY AUTHORISED RESOLUTIONS WHERE THE TENDERER
IS NOT A NATURAL PERSON**

SCHEDULE 13

STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE

Tenderer should indicate under **Schedule 13** any item and/or additional service that will be included in the tender.

E.g. Tenderer may as part of his services include aerial photography at his cost.

However, Tenderer may not vary any of the terms and conditions of this tender. If so, such variation will invalidate the tender.

The purpose of this schedule is to draw to the attention of the Municipality any services that Tenderer will provide at his cost that have not been provided for in the Tender document and that will be of benefit to the Municipality.