



MARULENG LOCAL MUNICIPALITY

TENDER NO : MLM/SCM/50/2020

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL AS WELL AS SUPPLYING OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT : MUNICIPAL PROPERTY RATES ACT, 2004 (ACT No. 6 OF 2004) FOR THE FINANCIAL YEARS STARTING 01 JULY 2023 TO 30 JUNE 2028

JULY 2021

ISSUED BY:

SUPPLY CHAIN MANAGEMENT OFFICE

MARULENG MUNICIPALITY

P O BOX 627

HOEDSPRUIT

1380

NAME OF TENDERER	
ADDRESS	
TELEPHONE NUMBER	
TOTAL BID PRICE	
CSD NUMBER	



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PLEASE NOTE:

- Each page of the tender document and schedules thereto must be initialed by the relevant authorized 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.

(1) DETAILS OF BIDDER

FULL NAMES	
COMPANY/ENTERPRISE REGISTRATION NO. OR ID NO.	
POSTAL ADDRESS	
PHYSICAL ADDRESS	
TELEPHONE NO.	
CELL NO. OF CONTACT PERSON	
FAX NO.	
E-MAIL ADDRESS	
CONTACT PERSON	
VAT REGISTRATION NO.	

(2) ADVERT

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL AS WELL AS SUPPLYING OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT No. 6 OF 2004) FOR THE FINANCIAL YEAR'S STARTING 01 JULY 2023 TO 30 JUNE 2028

BID NUMBER: MLM/SCM/50/2020

Bids are invited from suitably qualified, capable and experienced bidders for the **Compilation and Maintenance of the General Valuation Roll and Supplementary Valuation Roll as well as Supply other Valuation related services in compliance with the Local Government: Municipal Property Rates Act, 2004 for the Financial years starting 01 July 2023 to 30 June 2028**. Bid documents containing conditions of Tender will be available from **16th July 2021** at Maruleng Local Municipality, Finance Department, 64 Springbok Street, at Hoedspruit. A non-refundable fee of **R500.00 will be charged for each set of documents issued or downloaded**. A proof of payment must accompany the submission. **There will be no briefing session, Bidders must liaise with Property Valuation Officer, Ms. K Sithole for clarity on the following numbers: 015 793 2409 during working Hours**
Mon – Friday (08:00 am -16H00)

Complete tender documents, fully completed in BLACK INK, priced and signed, must be sealed in an envelope clearly marked "**Tender No and Name of the Project**" must be deposited in the Tender Box at No. 64 Springbok Street, Hoedspruit, the Finance Department at the above physical address, by no later than **11:00** on the **26th of August 2021**.

Maruleng Local Municipality is not compelled to accept the lowest or any tender. No late, faxed or telephonic tenders will be accepted. Tenders will be evaluated in accordance with the Maruleng Municipality Supply Chain Management Policy; Municipal Supply Chain Management Regulations Gazette No. 27636, 30 MAY 2005, 2005; Preferential Procurement Policy Framework Act, 5/2000 and preferential procurement regulation of 2017.

Compulsory submissions:

1. Bidders must submit together with their bids a copy of **Company Registration Document (CK)**.
2. Bidder must be registered in the national treasury **Recent Central Supplier Database (CSD)** and attach CSD which is valid and not **older than 3 months**.
3. Failure to submit **Valid SARS Tax Compliance Status pin or Tax Clearance**, may result in a tender deemed non-responsive.
4. Bidders must submit **Certified ID copies of Director's not older than 3 months**, failure to do that tender will be deemed nonresponsive.
5. Failure to submit **Valid BBBEE Status Level Verification CERTIFICATE** will result to a bidder losing points allocated for BBBEE.
6. All this documentation that are requested have to be certified and should not be **older than three months**, failure to do that your bid will be deemed non-responsive.
7. Failure to submit comprehensive **Joint Venture Agreement** (where applicable) will result in a tender deemed non responsive.
8. Failure to complete the tender forms e.g. Form of Offer, declaration of interest, will result in a tender deemed non-responsive. **And Bidders are requested to attach previous Audited / verified Annual financial statements for the previous 3 years**.
9. Failure to submit **Statement of Municipal Account (rates & taxes) for both Company and Director** which is not older than three **(3) months or lease agreement or letter from Traditional Authorities** stating that the bidder is subject of their royal authority and he/she is not obliged to pay Municipal rates and taxes, will result in a tender deemed non-responsive furthermore **ownership of property will be subject to be checked through deeds office**. Bidders to ensure that their tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

10. **Company Profile** with proven previous experience must be attached, failure to do so will result to your bid deemed non-responsive.
11. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed nonresponsive
12. Usage of tipex is prohibited and the bidder will be deemed non-responsive during the evaluation of the tender.
13. If the bidder have not heard from the municipality within 90 days from the closing date of tender, company must consider itself unsuccessful.
14. The Maruleng Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
16. **Bidder must attach the proof of payment for the tender document issued or Downloaded.**

NB: tenders will be evaluated in terms of the 80/20 preference point systems prescribed in the Preferential Procurement Policy Framework Act, 5 of 2000 and Preferential Procurement Regulations of 2017. The Bidder should obtain a minimum of 70% to be considered for further evaluation.

Enquiries related to this tender must be addressed to **Ms. K Sithole** of Maruleng Local Municipality at Tel: (015) 793 2409.

**MAGABANE TG
MUNICIPAL MANAGER**

EVALUATION CRITERIA

Tenders will be evaluated based on the following administrative compliance:

1. Bidders must submit together with their bids a copy of **Company Registration Document (CK)**.
2. Bidder must be registered in the national treasury **Recent Central Supplier Database (CSD)** and attach CSD which is valid and not **older than 3 months**.
3. Failure to submit **Valid SARS Tax Compliance Status pin or Tax Clearance**, may result in a tender deemed non-responsive.
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6. All this documentation that are requested have to be certified and should not be **older than three months**, failure to do that your bid will be deemed non-responsive.
7. Failure to submit comprehensive **Joint Venture Agreement** (where applicable) will result in a tender deemed non responsive.
8. Failure to complete the tender forms e.g. Form of Offer, declaration of interest, will result in a tender deemed non-responsive. **And Bidders are requested to attach previous Audited / verified Annual financial statements for the previous three (3) years.**
9. Failure to submit **Statement of Municipal Account (rates & taxes) for both Company and Director** which is not older than three (3) **months or lease agreement or letter from Traditional Authorities** stating that the bidder is subject of their royal authority and he/she is not obliged to pay Municipal rates and taxes will result in a tender deemed non-responsive furthermore **ownership of property will be subject to be checked through deeds office.**
10. Bidders to ensure that their tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.
11. **Company Profile** with proven previous experience must be attached, failure to do so will result to your bid deemed non-responsive.
12. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed nonresponsive
13. Use of tipex is prohibited and the bidder will be deemed non-responsive during the evaluation of the tender.
14. If the bidder have not heard from the municipality within 90 days from the closing date of tender, company must consider itself unsuccessful.
15. The Maruleng Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
16. **Bidder must attach the proof of payment for the tender document issued or Downloaded.**
17. All pages must be initialized

Bidders must further note that:

- Misrepresentation of address of the business with the aim of earning points may lead to disqualification
- Non-disclosure by service providers who are in the employ of the state will lead to disqualification
- Preferential Procurement Policy Framework Act No. 5 of 2000 (PPPFA), points will be awarded as follows:

PPPFA: 80/20

Received responsive Bids will be evaluated based on the following criteria:

Price - 80

BBBEE – 20

BIDS WILL BE EVALUATED BASED ON THE FOLLOWING CRITERIA FOR FUNCTIONALITY

DESCRIPTION OF CRITERIA	APPLICABLE VALUES/POINTS	WEIGHT
Company experience in the compilation of valuation roll in the last 5 years Demonstrate relevant experience in providing similar services to this scope of work. Attach copies of reference or appointment letters	No reference/ appointment letters = 0 points	20
	Appointment letter 1 year = 5 points	
	2-3 yrs appointment letters= 10 points	
	4 or more reference/appointment letters= 20 points	
Qualifications of the project team	No qualification for the project leader = 0 points	15
	Project leader Diploma or Bachelor = 10 points	
	Project leader Honors Degree = 15 points	
Methodology to be used Explanation of the valuation methodology to be used for the compilation of the valuation roll with a detailed project plan	No explanation and detailed project plan= 0 points	20
	Credible explanation with a detailed project plan= 20 points	
Insurance Public Liability insurance for work of this nature	No confirmation of provided/no credible insurance confirmation provided= 0 points	20
	Credible insurance confirmation provided= 20 points	
A letter of good standing for the project manager and 2 members of the team registered with SACPV	Letter of good standing not attached project manager = 0 points	10
	Letter of good standing for project manager and 2 members of the team = 10 points	
Bank rating	100% rating (A-B)= 15 points	15
	50% rating (C-E)= 7 points	
	49% (Other bank rating) < = 0 points	
Total points		100
Price		80
BBBEE		20

NB: tenders will be evaluated in terms of the 80/20 preference point systems prescribed in the Preferential Procurement Policy Framework Act, 5/2000 and Preferential Procurement Regulations of 2017. The Bidder should obtain a minimum of 70% to be considered for further Evaluation.

(3) FORM OF TENDER AND DECLARATION

TENDER NO: MLM/SCM/50/2020

DECLARATION:

To: The Municipal Manager
MARULENG MUNICIPALITY
PO BOX 627
HOEDSPRUIT
1380

Sir

I/We, the undersigned:

- a) Tender to supply to Maruleng 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) Confirm that this tender may only be accepted by the Maruleng Municipality by way of a duly authorized Letter of Acceptance.
- d) 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 initialed by the relevant authorized person in order for the document to constitute a proper contract between the Maruleng Municipality and the undersigned, on acceptance of the tender by Maruleng Municipality.

Signed at on this day of 2021

Signature of Tenderer

Name of Tenderer

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 authorized resolution must accompany the tender

(4) CONTRACT FORM

SECTION 1 (TO BE FILLED IN BY THE BIDDER)

Tender amount R _____ Tender number _____

Company/Entity Registered Name: _____

Registration Number: _____

AND WHO IS represented herein by: (full names of signatory) _____

duly authorised to act on behalf of the Tender in his capacity as:(title) _____

HEREBY AGREES THAT by signing the Contract Form, the Bidder:

1. Confirms that it has examined the documents listed in the Index and has accepted all the Conditions of Tender;
2. Confirms that it has satisfied itself as to the correctness and validity of the tender; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
3. Offers to supply all or any of the goods and/or render all or any of the services described in the tender document to Maruleng Municipality in accordance with the:
 - 3.1 Terms and conditions stipulated in this tender document;
 - 3.2 Specifications stipulated in this tender document; and
 - 3.3 At the price reflected in the tender document
4. Agrees that the following documents shall form the Contract between the parties in the event that the Tenderer is successful:
 - 4.1 Price Schedule
 - 4.2 Specification
 - 4.3 All Declarations
 - 4.4 General Conditions of Contract; and
 - 4.5 Special Conditions of Contract
5. Accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on it in terms of this Contract.

SIGNED AT _____ ON THIS THE _____ DAY OF

_____ 20_____

Signature(s)

Print name(s):
On behalf of the Bidder (duly authorised)

WITNESSES	
1
2.
DATE	



SECTION 2 (TO BE FILLED IN BY MARULENG MUNICIPALITY)

By signing this *Contract Form* Maruleng Municipality (also referred to as the 'Purchaser'):

1. Accepts your bid under reference number **MLM/SCM/50/2020** awarded on the _____ for the **Compilation and Maintenance of the General Valuation Roll and Supplementary Valuation Roll as well as Supply other Valuation related services in compliance with the Local Government: Municipal Property Rates Act, 2004 for the Financial year's starting 01 July 2023 to 30 June 2028**
2. Undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (VAT INCL)	QUANTITY	BRAND/SERVICE	DELIVERY PERIOD	POINTS CLAIMED FOR B-BBEE

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20_____

Signature(s)

Print name(s):
(Municipal Manager)

Date

<p align="center">WITNESSES</p> <p>1.</p> <p>2.</p> <p align="center">DATE</p>
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1. INTRODUCTION ON GENERAL VALUATION ROLL

Maruleng municipality has implemented the Municipal General Valuation Roll on 1 July 2017. The General Valuation Roll is in terms of Section 32(1) of the Municipal Property Rates Act 6 of 2004, valid for a period of 5 (five) financial years.

Maruleng General Valuation Roll 2017-2022 is now on its final year of its validity and will expire on 30 June 2022.

In terms of Section 31 (1) of the Municipal Property Rates Act 6 of 2004, for the purposes of a general valuation, a municipality must determine a date that may not be more than 12 months before the start of the financial year in which the valuation roll is to be first implemented

2. BACKGROUND ON MARULENG MUNICIPALITY

The Maruleng municipality is situated in the South eastern quadrant of the Limpopo province within the Mopani District Municipal Area of jurisdiction. The Maruleng municipality is bordered by the greater Kruger National Park to the east, the Ba-Phalaborwa and Tzaneen municipalities to the north, the Lepelle Nkumpi municipality to the west, and Tubatse and Bushbuckridge to the south. Maruleng is characterised by typical lowveld vegetation. To the south municipal area borders the Drankensberg escarpment.

Although resources within the boundaries of the municipal area are scarce, the local of natural resources (in terms of game and nature reserves) within its boundaries as well as on the perimeter of its boundaries offer many opportunities for development. The main access points to the municipal area are Klaserie and the Strijdom tunnel in the south, Ofcolaco in the west and Mica in the north.

The town of Hoedspruit is the administrative and economic centre of the area. Hoedspruit is 74km south of Ba-Phalaborwa (R40), 135km north-east of Lydenberg and 225 km from Polokwane. It has one major urban area (Hoedspruit) which harbours 2.3% of population and 36 communities which harbour 88.7% and farms which harbour 9% and a total of 12 wards. Hoedspruit also houses South African Air Force Base. The Maruleng municipal area is approximately 3247 km²

3. TERMS OF REFERENCE FOR THE GENERAL VALUATION ROLL 2023-2028

General Valuation Roll is a legal document that consists of property information of all rateable properties within the boundaries of a municipality

It is implemented through the rates policy which is annually reviewed and adopted with the budget.

It is developed according to legislation at least once every five (5) years.

Accurate property valuations similarly depend on:

- Having good descriptive physical property information which can be linked to market data or indicative valuation measures to all staff to ascertain the relative property value,
- Trained and knowledgeable staff who can use the information to determine the relative valuation
- Proper supervision and oversight for quality control and
- An appeal process to deal with cases of mistake in valuation

Prior to the compilation of the General Valuation roll the municipality will provide the most recently updated data, i.e. Land Audit Report and Land Use Scheme.

The collection of data is crucial and vital in the process of compiling market related municipal valuations. Municipality must ensure that a database is developed that can be incrementally added or built upon in perpetuity.

Irrespective of how the data is collected or how the properties are inspected, all data must be accurate, capable of verification and able to withstand scrutiny at the valuation appeal board hearing

The municipality must ensure that the following are in place in preparation of the next valuation roll:

Land Audit Report - currently the municipality is busy with the land audit, verifying all properties within the municipality's demarcated boundaries, comparing the current valuation roll with the latest deeds data as well – The municipality has appointed the service provider to assist in Land Audit the project will be concluded in 12 months as per the Terms of Reference.

Municipal Land Use Scheme – The currently municipal land Use Scheme 2008, will be reviewed in order to align the property categories to the proposed General Valuation Roll

In terms of Regulation the Municipal Valuer must submit the valuation roll to the municipality 5 months before the effective date or implementation of such a valuation roll i.e. January.

4. SCOPE OF WORK

- a) All properties must be valued on the basis as prescribed by the Municipal Property Rates Act, No 6 of 2004
- b) Taking into account the provisions of Part 2 of Chapter 4, 5, 6 and 7 of the Property Rates Act, No 6 of 2004, and the valuer shall strictly adhere to the valuation criteria provided for in section 45 and 47 of the relevant act.
- c) The appointed Valuer must establish a Property Master File and also make use of the existing Property Rates Management Information System which should include property imagery, cadastral information, ownership details, land use management and zoning details for every property parcel with the area of jurisdiction.
- d) The appointed property valuer must utilise the municipal valuation system (Ovvio) by

incorporating data of each property into the system.

- e) A prescribed form must be used on a site inspection, and also the measurements of the building must be taken
- f) The appointed Valuer must also Review the existing Rates Policy and By-Law.
- g) In providing the valuations, the valuer must take cognisance of the following:
 - The existing property records must physically be updated i.e. visited / inspected
 - Available property records and a cadastral map of the Maruleng Municipality will be available for use by the valuer (excluding Deeds records and Surveyor General Diagrams information of the Maruleng Municipality)
- h) The appointed Valuer must include a submission which indicates the way in which he will approach and perform the process.
- i) A comprehensive document must be submitted indicating work and timeframes, and which control methods will be exercised over the smooth running of the process and compliance with the conditions.
- j) The municipality will issue to the person designated as its municipal valuer an identity card in the prescribed format containing a photograph of that person, which must be returned on completion of the contract.
- k) The municipality reserves that right to at all time during the course of the various tasks appoint a designated official to do inspections for control purposes.
- l) A progress report on the activities must be submitted (within a reasonable period) to the Municipality, by the Valuer on request by the Municipality, which progress report must certify that the valuation services are still progressing in accordance with the agreed timeframes. Such progress report must also outline whether there are any delays in the performance of the valuation services and what steps the Valuer is taking, alternatively, will take to remedy any issues causing such delays. The Municipality will appoint an official to act as a link between the appointed Valuer and the Municipality who, in consultation with the municipality, will attempt to make process run smoothly and solve possible problems.
- m) Updated property record must, where necessary, be compiled and updated and specific valuation records must be computerised. In addition to the prescribed printed valuation roll the contents of the valuation roll must be supplied to the municipality in similar MS Excel spreadsheet format before final payment will be made.
- n) The appointed valuer will be required to identify all stakeholders and group them as per their different interest e.g. farm owners, tourism product owner etc.

4.1 Areas within the Municipal Jurisdiction

SS Khayagelo	Hoedspruit Ext 7	Maruleng Farms
SS Wild Fig	Hoedspruit Ext 12	Mount Byde
SS Raptors Lodge	Hoedspruit Ext 13	Leopards Rock Nature Reserve
SS Sprinbok Pty Ltd	Hoedspruit Ext 15	Leadwood Wildlife Estate
SS Hoedspruit Antelope	Raptors View	Scotia – Ga Mongatane
SS Hoedspruit Oos Kantoor	SS Tambotie	Blyde Canyon Reserve
SS Zandspruit Central Hangarage	Hoedspruit Ext 4	Blyde Wildlife Estate
SS Drakensberg Village	Hoedspruit Ext 5	Blyde River Botanical Gardens
Kampersrus	Hoedspruit Ext 3	Wild Rivers
Kampersrus Agric Holdings	Hoedspruit Ext 6	Moditlo Wildlife Estate
Kampersrus Ext 1	Hoedspruit Ext 6 (The Village)	Drakensberg Park
Hoedspruit Town	Rural Farms (villages) (Government Institutions e.g. Schools, Clinics, etc)	Kingfisher Hill Golf Estate

4.2 Summary: Total Properties as per Land Use Management Scheme 2008

ZONING	NUMBER OF PROPERTIES
Residential	3 695
Business	250
Agricultural	1 709
Municipality	56
Government	90
Educational	6
Others (e.g. Industrial)	144
TOTAL	5 950

4.3 DELIVERABLES AND WORK PROGRAM FOR THE COMPILATION OF A GENERAL VALUATION ROLL

1. PROCUREMENT OF VALUATION SERVICE PROVIDER	
Finalize tender specification	March 2021
Advertise tender	July 2021
Adjudication tender	August 2021
Award tender date & designate Municipal Valuer	September 2021
Determine date of valuation by council resolution	September 2021

2. VALUATION ROLL COMPILATION:	
Update property register	
Acquire electronic deeds data for the municipality	Sept- November 2021
Acquire and load the aerial imagery	Sept – December 2021
Identify mismatched properties to existing valuation and investigate	December 2021 – January 2022
Prepare and create GIS Property Register layer (e.g. in Esri shape file format) aligned to the property register database as per bid document	November 2021
Data collection	
Land Audit report and assessment of existing data	September 2021
Develop and submit data collection and quality assurance plan	December 2021
Prepare and submit training manuals and data collection forms	December 2021
Recruitment and training of data collectors and sub-contractors	September –October 2021
Create batches for data collection	November 2021
Collect / verify and capture data (data, sketch, photo, etc)	November- October 2021
Data quality assurance and review	January 2022 – April 2022
Market Report for all property types (e.g. Non-residential, residential, agriculture, etc	
Sales review and benchmark valuations	April 2022 – October 2022
Market and cost report preparation – <i>showing all explanatory calculations, formulae, rates per square meter, note, etc</i>	September 2022 – December 2022
Valuations	
Demarcate neighbourhoods and review sales	September– December 2022
Generate values (draft value per property / draft roll	December 2022
Manual valuations (special properties)	September- December 2022

SUBMISSION OF DRAFT ROLL	
Undertake value review and quality assurance	February 2023
Communication / public participation framework	
Develop a public participation framework for the valuation roll project	October 2022
Implement the public participation framework (e.g banners, posters, frequently asked questions leaflet, community meetings, etc)	October 2022 – December 2022

3. VALUATION ROLL CERTIFIED & DELIVERED : 31 JANUARY 2023	
Compile valuation roll (in excel, PDF formats and hard copy)	January 2023
Generate Municipal Property Rates Act section 49 Notices	February 2023
Valuation roll and objections forms uploaded to official municipal website	February 2023
Close out report on the preparation of valuation roll	February 2023

4. DATA HANDOVER FROM VALUER TO THE MUNICIPALITY	
Land and building attribute data (in excel , PDF formats and hard copy)	January 2023
GIS data (including building footprints, homogenous area, PSI, contours, etc)	January 2023
Market Report	January 2023
Valuation roll (in excel, PDF formats and hard copy)	January 2023

5. OBJECTIONS / APPEALS MANAGEMENT	
Inspection of valuation roll and the lodging of objections	March – April 2023
Processing of objections	May – July 2023
Close out report on objections	August 2023
Processing of appeals	September – November 2023
Close out report on appeals	November 2023

6. VALUATION ROLL AND BILLING SYSTEM ALIGNMENT	
Valuation roll, Ovvio and Billing system alignment	June 2023

5. REMUNERATION

No advance payment will be made for any reason whatsoever. Payment for work done shall be made in terms of the Municipality's Supply Chain Management Policy.

6. QUALIFICATION OF THE BIDDERS/ VALUERS

Prospective Bidders must specifically take note of the provisions of Section 39 (1) of the Property Rates Act 6 of 2004, which states that-

A municipal valuer or assistant municipal valuer –

- a) Must be a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act (Act No.47 of 2000) **attach certificate**; and
- b) May not be a councillor
 - i. Of the designating municipality, if that municipality is a metropolitan or a district municipality, or
 - ii. Of either the designating municipality or the district municipality in which that municipality falls, if the designating municipality is a local municipality and will be appointed in terms of Part 2, Section 33-34 of the Municipal Property Rates Act 6 of 2004

7. VALUATION AND APPEAL BOARD SITTING

The successful bidder must on conclusion arrange its activities in such a way that as to be able to be still available to attend the valuation appeal board sitting which may still follow.

8. ADDITIONAL INFORMATION AND PRESENTATION

The Maruleng Municipality reserves the right to request additional information. On notification the bidders must be prepared to give 15 minutes verbal presentation to a committee at Hoedspruit Maruleng Municipality, at no cost to the Municipality, when requested to do so.

9. EVALUATION CRITERIA

Bidders will be evaluated in line with Maruleng Supply Chain Management Policy and Preferential Procurement Regulations 2017

Scoring /Points are outlined in the same policy.

This tender is 80/20 preferential point system

10. PRICING

All bid prices shall include travel and subsistence cost and include V.A.T and shall be quoted in South African Rands (ZAR currency).

All bid prices should be scheduled according:

- The total cost of the valuation of respectively all properties
- The inclusive amount per day for attending Valuation Appeal Boards sittings
- Cadastral Maps will be made available in order to assist the bidder to determine the bid price

OBJECTIVES

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

(5) SPECIFICATION

TENDER NO: MLM/SCM/50/2020

THE COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL AND MAINTENANCE THEREOF FOR THE FINANCIAL YEAR/S 01 JULY 2023 TO 30 JUNE 2028 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004)

1. INTRODUCTION

The Maruleng Local Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation of the supplementary valuation rolls, review of rates policy and amendment of the general valuation roll in terms of the Act, for the following area within its area of jurisdiction:

- **Hoedspruit Town, Hoedspruit Ext 3, Ext 4, Ext 5, Ext 6, Ext 7, Ext 12, Ext 13, Ext 15**
- **Kampersrus, Kampersrus Ext 1 and Kampersrus Agricultural Holdings**
- **Raptors View Wildlife Estate**
- **Blyde Wildlife Estate**
- **Blyde Botanical Garden**
- **Blyde Canyon Reserve**
- **Wild Rivers**
- **Moditlo Wildlife Estate**
- **Drakensburg Park**
- **Kingfisher Hill Golf Estate**
- **Mount Blyde**
- **Leopards Rock Nature Reserve**
- **Maruleng Farms**
- **Rural Farms-Villages (Government Institutions e.g. Schools, Clinics, etc)**

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 Tenderer(s) must commit themselves to strict confidentiality both during and after valuations task.

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

Tenderer(s) 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

(Municipality to specify whether they require the appointment of a Municipal Valuer, Assistant Municipal Valuer or Both

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 Valuer 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 Tenderer(s) nominated person/s in terms of Schedules 1 and 2 hereof by reference to:

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

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

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

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

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

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

3. SERVICES REQUIRED

Tenderer are invited from experienced and suitably qualified Tenderer(s) to compile and maintain the supplementary valuation rolls and amend the current valuation roll. Tenderer(s) will be required to compile a Supplementary Valuation Roll for the period: **01 July 2023 to 30 June 2028**

In addition to compiling the said valuation rolls,

Tenderer's nominated person/s will be required to assist municipality in;

- 1) Review of the Rates Policy and by-laws 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(2)
- 5) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by the municipality.
- 6) Exemptions, reductions or rebates in terms of Section 15 and the review 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 roll 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 valuation 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 person(s)

Specialised Properties 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:

- Regional shopping centres e.g. East Rand Mall
- Hotels
- Conference Centres
- Quarries
- Mines
- Grain Depots
- Private Hospitals
- Provincials and/or State buildings such as Civic Centres, Prisons etc.
- Airports, Harbours and Stations
- Steel Manufacturer e.g. Iscor
- Cement Factory

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

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

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 valuation rolls belongs to the municipality
Data Transfer	all data utilised and/or collected by Tenderer including that of the data captures, 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	<p>shall be defined as a property master file containing all property records of the Municipality relating to the valuation roll whether registered or not at date of valuation. 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</p> <p>Account whether registered or not. The master file will also include the entries of Agricultural holdings excised into farms, farms proclaimed into townships and erven Consolidated.</p> <p>Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the master file. Tenderer shall thereafter administer the Township owner's interest account on an ongoing basis as and when entries comprising That township are registered. Unregistered subdivisions will be handled in the same Manner as township owner interest accounts.</p> <p>The purpose of the master file is to enable the public and officials of the municipality To have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the municipality. The master file and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.</p> <p>Where such information appears in the current valuation roll, it will be transferred to the New valuation roll. It will not be necessary to obtain historic information relating to Unregistered entries, other than those appearing on the current valuation roll. All new Unregistered entries are to be recorded on either the master file and/or the valuation rolls</p> <p>All consolidations, excisions, notarial ties, township proclamations etc which result In unregistered records being created will be recorded from date of commencement of this tender and shall continue for the full duration hereof</p> <p>Example: Erf 14 & 15 Hoedspruit consolidated into Erf 300. Under erven 14 + 15 they Will be indicated as unregistered with a cross reference to Erf 300. Under 300 it will Be cross-referenced to indicate consolidation of Erf 14 & 15. Holding 16 Kampersrus Agricultural Holdings excised into Portion 54 of the Farm Bedford 419 KT.</p> <p>Under Holding 22 it will cross-refer as "previously Holding 22 Kampersrus Agricultural Holding"</p>

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 will be 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 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 Section (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 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 which, the municipality will be allowed to cancel this appointment without further notice.

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

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

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

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

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

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

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

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

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

7.2. PENALTIES

1. Delay in complying with stage 1 of the tender, R _____ per day until completion.
2. Delay in complying with stage 2 of the tender, R _____ per day until completion.
3. Delay in complying with stage 3 of the tender, R _____ per day until completion.
4. Delay in complying with stage 4 of the tender, R _____ per day until completion.
5. Delay in complying with stage 5 of the tender, R _____ per day until completion.
6. Delay in complying with stage 6 of the tender, R _____ per day until completion.
7. Delay in complying with stage 7 of the tender, R _____ 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 to a minimum value of R 1 000 000.00 and Public Liability Insurance held by Tenderer for a minimum value of R 500 000.00.

9. VALUATION SUMMARY

The Tenderer required 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

ZONING	NUMBER OF PROPERTIES
Residential	3 695
Business	250
Agricultural	1 709
Municipality	56
Government	90
Educational	6
Others (e.g. Industrial)	144
TOTAL	5 950

Tenderer(s) shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Master will be made and compared to the above estimated. The tender price will then be adjusted pro data on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 1.10 of Schedule 3 hereof.

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

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

10. SUPPLEMENTARY VALUATIONS

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

01 July 2023 to 30 June 2028

Tenderer will be required to submit a certified supplementary valuation by the **1st of April** of each year

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

Where Tenderer has been appointed to supply GIS service to the municipality, Tenderer will be obliged to maintain the GIS and reconcile supplementary valuation 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 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 section 9 & 15 of the Act.

11. OBJECTIONS

Tenderer must comply with the provisions of Section 51, 52 & 53 of the Act. The cost of complying with the objection process is reflected in Schedule 2.

12. APPEALS

The Tenderer must attend all hearings of the Valuation Appeal Board. The cost of attending to the hearings is reflected in Schedule 2.

13. DATA COLLECTION AND DATA COLLECTION SYSTEM

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 MUNICIPAL AND/OR TENDERER

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

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

OPTIONS

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

14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/satellite imagery		✓
2	Building plans	✓	
3	Bulk deeds download at commencement date		✓
4	Cadastral	✓	
5	Copies of all offers received to purchase and/or lease Municipal properties	✓	
6	Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	✓	
7	Copies of all consent use applications received, approved or declined	✓	

8	Copies of all township applications, rezoning, consolidations, notarial ties submitted to municipality	✓	
9	Copies of all approvals and/or rejections by municipality of the above	✓	
10	Copies of all policy decisions relating to immovable property within municipality	✓	
11	Copies of water and electricity deposits relating to properties not previously connected	✓	
12	Development Plan	✓	
13	Geographic information system	✓	
14	Monthly clearance certificates	✓	
15	Monthly Deeds downloads		✓
16	Monthly Deeds downloads		✓
17	Occupation Certificates where available	✓	
18	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines sewer mains, water mains, etc.	✓	
19	Report of properties affected by environment restraints or subjected to onerous environmental impact assessment requirements	✓	✓
20	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	✓	
21	Town planning scheme	✓	

22	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register, - Copy of Proclamation Notice - Amendment scheme - Services agreement	✓	
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14.3 SUPPLEMENTARY VALUATION ROLL

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

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/satellite imagery		✓
2	Building plans and schedule of monthly completed buildings.	✓	
3	Cadastre monthly updates	✓	
4	Monthly copies of all offers received to purchase and/or lease Municipal properties	✓	
5	Monthly copies of all sales/ rental agreements relating to properties sold by municipality whether registered or not	✓	
6	Monthly copies of all consent use applications received, approved or declined	✓	
7	Monthly copies of all township applications, rezoning, consolidations, notarial ties submitted to municipality	✓	
8	Monthly copies of all approvals and/or rejections by municipality of the above	✓	
9	Monthly copies of all policy decisions relating to immovable property within municipality	✓	
10	Monthly copies of water and electricity deposits relating to properties not previously connected	✓	
11	Development Plan and changes thereto	✓	
12	Geographic information system Monthly maintenance thereof – if applicable	✓	

13	Monthly clearance certificates	✓	
14	Monthly Deeds downloads		✓
15	Monuments and Heritage building declared from time to time		

16	Occupational Certificate where available	✓	
17	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, etc. – ongoing basis	✓	
18	Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – ongoing	✓	✓
19	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	✓	
20	Town planning scheme – updates thereof	✓	
21	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register -copy of Proclamation Notice -Amendment scheme -Service agreement	✓	
22	Annual inspection and review of section 9 & 15 properties referred to in the Act	✓	✓
23	Monthly diagrams from surveyor general	✓	
24	Notice appearing in government/provincial gazettes relating to properties within the municipality	✓	
24	Annual review of rates policy copy thereof	✓	✓

Note: Where the municipality fails to provide the Tenderer with any of the information it undertakes to do so in terms hereof resulting in delays being incurred in the compilation of the supplementary valuation 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 copies of the valuation roll per town, one of which will be certified by him.

The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.

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 roll in a printable format.

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

16. VALUATION SYSTEM

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

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

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

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

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

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

16.6 In the case of property data

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

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

16.7 In 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 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 used in the valuation process, site plans, aerials 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. municipality 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 office 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. 35

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. 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 38

19. 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:
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.

20. 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.

21. SERVICE DURATION

The Municipality will enter into a framework contract with the services provider for a period of not more than 60 months (5 years).

The Bidder should obtain a minimum of 70% to be considered for further Evaluation.

Signature

Date

Position

Name of Tenderer



(6) PRICE SCHEDULE

N.B: Maruleng Municipality will only accept firm prices. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

DESCRIPTION	AMOUNT
Appointment of Service Provider for the Compilation and Maintenance of the General Valuation Roll and Supplementary Valuation Roll as well as supplying other related services in compliance with the Local Government: Municipal Property Rates Act, 2004 (Act No.6 of 2004) for the Financial years starting 01 July 2023 to 30 June 2028	
SUB TOTAL	
Vat	
TOTAL	

Name of Bidder _____

Bid Number _____

Closing Date _____

Closing Time _____

Offer to be valid for _____ days from the closing date of the bid.

Brand/Service _____

Does the offer comply with the specification(s)?

YES/NO

If not to specification, indicate deviation(s) _____

Period required for delivery _____

Delivery basis

Delivery: Firm/not firm

NB: The Proposal amount must include all Contingencies and Vat

DETERMINATION OF FEES

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

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

ITEM	DESCRIPTION	HOW TO TENDER	TOTAL AMOUNT INCLUDING VAT
1	Valuation Roll	Fixed tender amount	R
		Rate per entry incl vat	
1.1	Agricultural small holdings		
1.2	Farms, Agricultural & Game Farming		
1.3	Mining Properties		
1.4	Municipality		
1.5	Residential		
1.6	Sectional title units		
1.7	Business		
1.8	Government		
1.9	Educational		
1.10	Others (e.g. Industrial, Roads, Rail, Public Infrastructure)		
2.1	Supplementary valuation		Monthly inc vat
	Year 1		R
	Year 2		R
	Year 3		R
	Year 4		R
2.2	Entry option	Rate per entry Inc vat	
3.1	Section 51 compliance		Nil
3.2	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 inc vat	
4.2	Attendance at Appeal Board hearing	Per day incl vat	

5.	Travelling expenses for Supplementary valuations Roll and Appeals Other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied inc vat	
6.	Disbursements for supplementary valuations roll and Appeals (accommodation)	State the tariff to be applied inc vat	

SUPPLEMENTARY VALUATION ROLL

ITEM	DESCRIPTION	HOW TO TENDER	TOTAL AMOUNT INCLUDING VAT
1.	Supplementary Valuation Roll		
		Rate per entry incl vat	
1.1	Agricultural small holdings		
1.2	Farms, Agricultural & Game Farming		
1.3	Mining Properties		
1.4	Municipality		
1.5	Residential		
1.6	Sectional title units		
1.7	Business		
1.8	Government		
1.9	Educational		
1.10	Others (e.g. Industrial, Roads, Rail, Public Infrastructure)		
2.1	Supplementary valuation		Monthly inc vat
	Year 1		R
	Year 2		R
	Year 3		R
	Year 4		R
2.2	Entry option	Rate per entry Inc vat	
3.1	Section 51 compliance		Nil
3.2	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 inc vat	

4.2	Attendance at Appeal Board hearing	Per day incl vat	
5.	Travelling expenses for Supplementary valuations Roll and Appeals Other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied inc vat	
6.	Disbursements for supplementary valuations roll and Appeals (accommodation)	State the tariff to be applied inc vat	

(7) CONDITIONS OF TENDER

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE.

- 6.1 No tender will be considered unless submitted on Maruleng Municipality tender document.
- 6.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 6.3 Tenders must be properly received and deposited, on or before the closing date and before the closing time, in the relevant tender box at No. 64 Springbok Street, Hoedspruit, the Finance Department. If the tender submission is too large to fit in the allocated box, please enquire at supply chain office no 20 for assistance.
- 6.4 The municipality reserves the right to accept:
- 6.4.1 The whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;
- 6.4.2 A tender which is not substantially or materially different from the tender Specification.
- 6.5 The municipality shall not consider tenders that are received after the closing date and time for such a tender.
- 6.6 The municipality will not be held responsible for any expenses incurred by Tenderers in preparing and submitting tenders.
- 6.7 The municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 6.8 A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.
- 6.9 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.
- 6.10 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendments to the quotation.
- 6.11 **Resolutions and Authorities**
- 6.11.1 A tender submitted by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{{(16) Authority to Sign Bid Document on page 73 to be completed}}**;
- 6.11.2 by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **{{(16) Authority to Sign Bid Document on page 73 to be completed}}**;
- 6.11.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written authority from all parties to the partnership/consortium/joint venture authorising the tender to be made and the signatory to sign the tender on the partnership/consortium/joint venture's behalf.

6.12 Partnerships/Consortiums/Joint Ventures

In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/joint venture agreement must be submitted with the tender document.

6.13 Validity Period

6.13.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for **a period of 90 days** from the closing date or for such extended period as may be applicable.

6.13.2 The tender amount will not be amended during the aforesaid validity period.

6.13.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.

6.13.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such a request shall not be considered further in the evaluation process.

6.13.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalisation of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in clause 6.8 above will apply to such withdrawal.

6.14 Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.

6.15 Tax clearance

6.15.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

6.15.2 Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such Tenderer is registered for income tax/VAT purposes.

6.16 The municipality will publish the results of this bid on the municipal website.

(8) GENERAL CONDITIONS OF CONTRACT

NOTES:

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the tender documents for the receipt of Tenders.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender 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 tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.17 "Local content" means that portion of the tender 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 tender documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to Tender are usually published in locally distributed news media and on the Maruleng Municipality website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the Maruleng Municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Maruleng Municipality.

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 tender 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.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to

return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

24. Antidumping and countervailing duties and rights

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

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 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 for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a Tender 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 Tender 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 Tender SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restricted practices

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

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

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

(9) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (g) “prices” includes all applicable taxes less all unconditional discounts;
- (h) “proof of B-BBEE status level of contributor” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and



(e) Forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

(10) DECLARATION OF INTEREST- STATE EMPLOYEES

1. No tender 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 tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

Full Name: _____

Identity Number: _____

Company Registration Number: _____

Tax Reference Number: _____

VAT Registration Number: _____

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

If so, furnish particulars.

Have you been in the service of the state for the past twelve months: YES/NO
If so, furnish particulars

Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and adjudication of this tender?

YES/NO

If so, furnish particulars

Are you, aware of any relationship (family, friend, other) between a tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this tender?

YES/NO

If so, furnish particulars

Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES/NO

If so, furnish particulars

Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES/NO

If so, furnish particulars

Full details of directors/trustees/members/shareholders

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, the undersigned (name)

Certify that the information furnished on this declaration form is correct. I accept that the Municipality may act against me should this declaration prove to be false.

Signature

Date

Position

Name of Tenderer



(11) DECLARATION FOR PROCUREMENT

The following must be completed where the tender exceeds R10million (VAT included).

- 1. Are you by law required to prepare annual financial statements for auditing? YES/NO
 - 1.1. If YES, attach audited annual financial statements for the past three years or since the date of establishment, if established during the past three years.
- 2. Do you have any outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO
 - 2.1 If NO, this serves to certify that the Tenderer has no outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If YES, provide particulars.

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

- 4. Will any portion of goods or services be sourced from outside the Republic of South Africa, and if so what portion or is it expected that any portion of payment from the Municipality will be transferred out of the Republic? YES/NO
 - 4.1 If YES, furnish particulars.

I the under signed certified that the information provided on this schedule is correct and accept that the Municipality may act against me should this declaration proves to be false.

SIGNATURE

DATE

NAME OF TENDER



(12) DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <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:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

13) CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

(14) TRACK RECORD OF TENDERING ENTITY

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves

Employer	Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Delivered Expected to be Completed

SIGNATURE:
(of person authorised to sign on behalf of the Bidder)

DATE:

(16) AUTHORITY TO SIGN BID DOCUMENT RESOLUTION BY DIRECTORS / MEMBERS:

Resolution for completion by Directors (if the Bidder is a (Pty) Ltd or Ltd) or Members (if the Bidder is a CC)

NAME OF TENDERER: _____

Meeting held at _____ On _____ (date)
(Place)

RESOLVED THAT:

1. The Bidder submits a bid to the Maruleng Municipality in respect of Bid No: **MLM/SCM/50/2020: Appointment of Service Provider for the Compilation and Maintenance of the General Valuation Roll and Supplementary Valuation Roll as well as supplying other valuation related services in compliance with the Local Government Municipal Property Rates Act, 2004 (Act No.6 of 2004) for the financial years starting from 01 July 2023 to 30 June 2028**
2. Mr/Ms _____ in his/her capacity as _____ and who will sign as follows:

(SPECIMEN SIGNATURE)

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

Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

No	Name	Capacity	Signature
1			
2			
3			
4			
5			

(17) COMPANY REGISTRATION CERTIFICATE



(18) TAX CLEARANCE CERTIFICATE

(19) COMPANY PROFILE

(20) BBBEE STATUS LEVEL VERIFICATION CERTIFICATE

(21) RATES AND TAXES FOR COMPANY AND DIRECTORS

(22) RECENT REPORT OF CENTRAL SUPPLIER DATABASE

**(23) RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
CONTENTS**

FORM 1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 3: FINANCIAL REFERENCES

**[PLEASE NOTE: IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED. WRITE N/A
ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU WROTE
N/A]**

FORM 1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

[please attach Annual report for the Previous financial year]

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

List your current contracts (IF ANY) and obligations [maximum]:

<i>Description</i>	<i>Location</i>	<i>Value (R)</i>	<i>Start date</i>	<i>Duration</i>	<i>Expected completed date</i>



FORM 2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]

PLEASE ATTACH A CERTIFIED COPY OF THE CERTIFICATE

COMPANY)

SCHEDULE 1 (A)

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

The Tenderer hereby nominates the following person to designated by the municipality in terms of section 33 (1) as the municipal valuer.

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

**PROFESSIONAL REGISTRATION NO
(Attached certificate copy of certificate)**

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

.....

.....

Have you been summoned to appear at any disciplinary hearing of either 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



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

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING

VALUATION APPEAL BOARD HEARING

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

If yes:

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



I, The undersigned _____

Do hereby make oath and say that:

The questionnaire has been completed by me in full.

I have not withheld any information in regards 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 contents 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 the ____ day of _____ 20____

Justice of Peace/ Commissioner of Oaths

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

SCHEDULE 2

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

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

SCHEDULE 3

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

SCHEDULE 4

STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE

Tenderer should indicate under Schedule 4 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 Tenderer document and that will be of benefit to the municipality.

SCHEDULE 5

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 5, a complete proposal in this regard.

Municipality shall not 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 6

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 reserve 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 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 Function under paragraph 18 hereof become the basis upon which the municipality will monitor the Tenderer(s) 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

FORM 3 FINANCIAL REFERENCES

FINANCIAL STATEMENTS (delete which is not applicable)

I/We _____ (name of authorized representative)
Confirm that we have attached a three (3) year audited copy of financial statements together with my/our Directors' and Auditors' report.

DETAILS OF BIDDING ENTITY'S BANK

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

DETAILS OF THE BANK	BANK DETAILS APPLICABLE TO BIDDER
Name of Bank	
Account number	
Type of account, (i.e. cheque account)	
Branch name & code	
Type of account, (i.e. cheque account)	

Attach Bank letter with Company Bank Rating

PLEASE ATTACH THE AUDITED / VERIFIED FINANCIAL STATEMENT

BANKING DETAILS FOR MARULENG MUNICIPALITY:

BANK NAME: STANDARD BANK

ACCOUNT NO: 033355487

ACCOUNT HOLDER: MARULENG MUNICIPALITY

BRANCH NAME: HOEDSPRUIT

BRANCH CODE: 052752

TYPE: CURRENT

REFERENCE: TENDER (NAME OF YOUR