

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



## BID DOCUMENT

LN063/2026/27

**APPOINTMENT OF A SERVICE PROVIDER FOR COMPILATION OF GENERAL VALUATION AND  
MAINTENANCE OF SUPPLEMENTARY ROLL FOR A PERIOD OF FIVE (5) YEARS  
2027-2032**

| TECHNICAL ENQUIRIES                                                                                                                                                         | BIDDING RELATED ENQUIRIES                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PLANNING AND LED</b><br>Ms. GAFANE P<br>LEPELLE-NKUMPI LOCAL MUNICIPALITY<br>PRIVATE BAG X 07<br>CHUENESPOORT<br>0745<br><br>Tel : (015) 633 4611<br>Fax: (015) 632 4594 | <b>SUPPLY CHAIN MANAGEMENT</b><br>Ms. MAVHUNGU E<br>LEPELLE-NKUMPI LOCAL MUNICIPALITY<br>PRIVATE BAG X 07<br>CHUENESPOORT<br>0745<br><br>Tel : (015) 633 4616/4545<br>Fax: (015) 633 6896 |

NAME OF BIDDER (BIDDING ENTITY) : .....

CSD NUMBER : .....

CLOSING DATE : 08 OCTOBER 2026

CLOSING TIME : 11H00 AM

THE TOTAL OFFERED BID PRICE : \_\_\_\_\_(VAT INCLUSIVE)

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**FORM A**

**BID NOTICE**

**LN063/2026/27**

**APPOINTMENT OF A SERVICE PROVIDER FOR COMPILATION OF GENERAL VALUATION AND  
MAINTENANCE OF SUPPLEMENTARY ROLL FOR A PERIOD OF FIVE (5) YEARS  
2027-2032  
IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004  
(ACT NO. 6 OF 2004)**

The Municipality will adjudicate and award bids in accordance with the revised PPPFA Regulation and Municipal's Supply Chain Management Policy, 80/20-point system, where 80 points will be allocated for price and 20 points will be allocated for Special goals.

Municipality reserves the right to negotiate further conditions of the bid and other requirements with the successful bidder. The municipality reserves the right to appoint or not to appoint and is not obliged to accept the lowest bid.

Bid documents will be available from the municipal website ([www.lepelle-nkumpi.gov.za](http://www.lepelle-nkumpi.gov.za))/E-tenders portal, downloadable for free and official closing time for submission of bids is 11H00. Bid document fully completed, priced, sealed in an envelope marked with the bid number and description should be deposited in the bid box at Municipal Offices (Civic Centre) 170 BA, Unit F Lebowakgomo, on or before closing date and time. The municipality will not take any responsibility for lost documents due to poor packaging.

Bids will remain valid for 90 days from the date of closing. In case the validity period of a bid is extended, failure to submit any withdrawal/rejection of bid validity extension on/before the stipulated time and date will be considered as acceptance of extension of validity period. No faxed/ e-mail bids will be accepted, service providers using courier services should ensure that their documents are deposited into the bid box on or before the closing date and time. It is not the responsibility of Municipal officials to accept bids from courier services and take them to the bid box. All bidders must be registered on the National Treasury Central Supplier Database.

Enquiries relating to bid documents:

1. Supply Chain Management unit – Ms. Mavhungu E (015) 633 4616/4545
2. LED – Ms Gafane P (015) 633 4611

**Dr. ML CHAUKE**  
**ACTING MUNICIPAL MANAGER**

**MBD1**

## PART A INVITATION TO BID

|                                                                                                   |                                                                                                                                                       |               |                 |               |          |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|---------------|----------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LEPELLE NKUMPI MUNICIPALITY)</b>        |                                                                                                                                                       |               |                 |               |          |
| BID NUMBER:                                                                                       | LNM063/2026/27                                                                                                                                        | CLOSING DATE: | 08 OCTOBER 2026 | CLOSING TIME: | 11H00 AM |
| DESCRIPTION                                                                                       | APPOINTMENT OF A SERVICE PROVIDER FOR COMPILATION OF GENERAL VALUATION AND MAINTENANCE OF SUPPLEMENTARY ROLL FOR A PERIOD OF FIVE (5) YEARS 2027-2032 |               |                 |               |          |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b> |                                                                                                                                                       |               |                 |               |          |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT UNIT 170 BA, CIVIC CENTRE

|                                                                                        |                                                                                    |  |                                                                                                                                                                 |                |   |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---|
| LEPELLE-NKUMPI LOCAL MUNICIPALITY                                                      |                                                                                    |  |                                                                                                                                                                 |                |   |
| UNIT 170 BA, CIVIC CENTRE                                                              |                                                                                    |  |                                                                                                                                                                 |                |   |
| LEBOWAKGOMO                                                                            |                                                                                    |  |                                                                                                                                                                 |                |   |
| 0737                                                                                   |                                                                                    |  |                                                                                                                                                                 |                |   |
| <b>SUPPLIER INFORMATION</b>                                                            |                                                                                    |  |                                                                                                                                                                 |                |   |
| NAME OF BIDDER                                                                         |                                                                                    |  |                                                                                                                                                                 |                |   |
| POSTAL ADDRESS                                                                         |                                                                                    |  |                                                                                                                                                                 |                |   |
| STREET ADDRESS                                                                         |                                                                                    |  |                                                                                                                                                                 |                |   |
| TELEPHONE NUMBER                                                                       | CODE                                                                               |  | NUMBE<br>R                                                                                                                                                      |                |   |
| CELLPHONE NUMBER                                                                       |                                                                                    |  |                                                                                                                                                                 |                |   |
| FACSIMILE NUMBER                                                                       | CODE                                                                               |  | NUMBE<br>R                                                                                                                                                      |                |   |
| E-MAIL ADDRESS                                                                         |                                                                                    |  |                                                                                                                                                                 |                |   |
| VAT REGISTRATION NUMBER                                                                |                                                                                    |  |                                                                                                                                                                 |                |   |
| TAX COMPLIANCE STATUS                                                                  | TCS PIN:                                                                           |  | <b>OR</b>                                                                                                                                                       | CSD No:        |   |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |                |   |
| TOTAL NUMBER OF ITEMS OFFERED                                                          |                                                                                    |  | TOTAL BID PRICE                                                                                                                                                 |                | R |
| SIGNATURE OF BIDDER                                                                    | .....                                                                              |  | DATE                                                                                                                                                            |                |   |
| CAPACITY UNDER WHICH THIS BID IS SIGNED                                                |                                                                                    |  |                                                                                                                                                                 |                |   |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                 |                                                                                    |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                                                                                                                |                |   |
| DEPARTMENT                                                                             | Lepelle Nkumpi Local Municipality                                                  |  | CONTACT PERSON                                                                                                                                                  | Gafane P       |   |
| CONTACT PERSON                                                                         | Mavhungu E                                                                         |  | TELEPHONE NUMBER                                                                                                                                                | 015 633 4611   |   |
| TELEPHONE NUMBER                                                                       | 015 633 4616/4531/4538                                                             |  | FACSIMILE NUMBER                                                                                                                                                | (015) 633 6896 |   |

|                  |                                                                                                      |                |                                   |
|------------------|------------------------------------------------------------------------------------------------------|----------------|-----------------------------------|
| FACSIMILE NUMBER | (015) 633 6896                                                                                       | E-MAIL ADDRESS | penny.maila@lepelle-nkumpi.gov.za |
| E-MAIL ADDRESS   | <a href="mailto:elelwani.mavhungu@lepelle-nkumpi.gov.za">elelwani.mavhungu@lepelle-nkumpi.gov.za</a> |                |                                   |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>                                                                                                                                                                                |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <table style="width: 100%; border: none;"><tr><td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr></table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p> | 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> YES <input type="checkbox"/> NO             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> YES <input type="checkbox"/> NO             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> YES <input type="checkbox"/> NO             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## Form “B”

### **BID SPECIFICATION**

#### **1. SCOPE OF WORK AND TERMS OF REFERENCE**

**Lepelle-Nkumpi Local Municipality** wishes to appoint a service for compilation of general valuation roll and maintenance of supplementary valuation roll for a period of five (5) years. Tenders are invited from experienced and suitably qualified Tenderer(s) to compile and maintain valuation roll/s and supplementary valuation rolls. Tenderer(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period: - 01 July 2027 to 30 June 2032.

In addition to compiling the said valuation rolls, Tenderer's nominated person/s will be required to assist municipality in: -

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

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

- (4) Valuation of different categories of properties in terms of Section 8(2).
- (5) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by municipality.
- (6) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by municipality.
- (7) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (8) Compliance with the provisions of Section 30.
- (9) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (10) Comply fully with Section 34 – Functions of Municipal Valuer.
- (11) Section 36 – Data Collectors. Assume responsibility for their performance.
- (12) Comply with Section 37 – Delegation where applicable and if necessary.
- (13) Comply with Section 39 – Qualifications of Municipal Valuers.
- (14) Comply with Section 40 – Prescribed Declarations.
- (15) Comply with Section 41 – Inspection of property within defined days and times.
- (16) Comply with Section 42 – Access to Information.
- (17) Comply with Section 43 – Conduct of Valuers.
- (18) Comply with Section 44 – Protection of Information.
- (19) Comply with Section 45 – Valuation methodology and Section 13 hereof.
- (20) Comply with Section 46 – General basis of valuation.
- (21) Comply with Section 47 – Sectional Title Schemes.

- (22) Comply with Section 48 – Content of valuation roll including any additional information that the municipality may require in terms of this tender.
- (23) Comply with Section 51 – Processing of objections, if so required by municipality.
- (24) Comply with Section 52(1)(3) – Compulsory review.
- (25) Comply with Section 53 – Notification.
- (26) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (27) Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by municipality.
- (28) Comply with Section 81 & 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act.

Such data will be available in a format that is easy to read, understand and interpret.

## 2. 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
- Hotels
- Conference Centres
- Quarries
- Mines
- Grain Depots
- Private Hospitals
- Provincial and/or State buildings such as Civic Centres, Prisons etc.
- Airports, Harbours and Stations
- Steel Manufacturer e.g. Iscor
- Cement Factory

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;

3. **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;
4. **Data Ownership:** all data obtained, collected and/or utilized in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;
5. **Data Transfer:** all data utilised and/or collected by Tenderer including that of the data capturers, will be transferred by the Tenderer to the municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format;
6. **Property Master File:** shall be defined as a property master file containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation. Tenderer will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

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

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

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

## **7. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000**

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

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

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

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

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

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

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

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

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

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

## **8. CONFIDENTIALITY**

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

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

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

## **9. PENALTIES AND DEFAULTS**

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

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

### **9.1 Serious default of this contract shall include but not be limited to;**

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

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

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

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

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

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

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

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

## **9.2 PENALTIES**

1. Delay in complying with stage 1 of the tender, R 1500 per day until completion.
2. Delay in complying with stage 2 of the tender, R 1500 per day until completion.
3. Delay in complying with stage 3 of the tender, R 1500 per day until completion.
4. Delay in complying with stage 4 of the tender, R 1500 per day until completion.
5. Delay in complying with stage 5 of the tender, R 1500 per day until completion.
6. Delay in complying with stage 6 of the tender, R 1500 per day until completion.
7. Delay in complying with stage 7 of the tender, R1500 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.

## **9.3 RETENTION**

**The municipality shall retain an amount equal to 10% of all payments made.**

**5%** of 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.

5% will be paid after all objections received have been considered, the objections/owners have been notified of the outcome of the objection and necessary adjustments have been captured on the Valuation Roll of the municipality.

## 10. INSURANCE

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

## VALUATION SUMMARY

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

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

| DESCRIPTION OF THE PROPERTY                                           | NUMBER OF PROPERTIES                            |
|-----------------------------------------------------------------------|-------------------------------------------------|
| 1. Agricultural holdings used for agricultural purposes only          | 566                                             |
| 2. Agricultural holdings used for purposes other than agriculture     | 0                                               |
| 3. Farms used as farming units only                                   | 0                                               |
| 4. Farms used for other purposes, e.g. industrial                     | 0                                               |
| 5. Mining properties                                                  | 4 Sibanye, Bauba, Klipsringer, Zebediela Bricks |
| 6. Non-residential, e.g. industrial, business etc.                    | 124                                             |
| 7. Residential                                                        | 6752                                            |
| 8. RDP housing                                                        | 2000                                            |
| 9. Sectional Title units                                              | 0                                               |
| 10. Unregistered erven (comprise of township owner interest accounts) | 0                                               |
| 11. Churches                                                          | 33                                              |
| 12. Government Properties                                             | 4967                                            |
| <b>TOTAL</b>                                                          | <b>14442</b>                                    |

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 estimate. The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 1.10 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 reserves the right to check, audit and verify such entries.

## 2.1. GENERAL VALUATION SUMMARY

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

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

| DESCRIPTION                          | ESTIMATED NO OF ENTRIES |
|--------------------------------------|-------------------------|
| STATED OWNED PROPERTIES              | 20                      |
| FARMS                                | 2302                    |
| BUSINESS AND COMMERCIAL PROPERTIES   | 246                     |
| RESIDENTIAL                          | 12124                   |
| INSTITUTION                          | 58                      |
| MUNICIPAL PROPERTIES                 | 187                     |
| INDUSTRIAL                           | 81                      |
| <b>TOTAL ESTIMATED NO OF ENTRIES</b> | <b>15019</b>            |

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 estimate. The tender price will then be adjusted pro rata on the difference of entries, and the price will be calculated on the type of category relating to the entry under item on **Price Schedule**.

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

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

## 2.1. SUPPLEMENTARY VALUATIONS

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

01 July 2027 to 30 June 2028

01 July 2028 to 30 June 2029

01 July 2029 to 30 June 2030

01 July 2030 to 30 June 2031

01 July 2031 to 30 June 2032

## **2.2. OBJECTIONS**

Tenderers must comply with the provisions of sections 51, 52 & 53 of the Act. The cost of complying with the objection process.

## **2.3. APPEALS**

The Tenderer must attend all hearings of the valuation appeal board hearings.

## **2.5 GENERAL VALUATION ROLL**

The certified GVR (general valuation roll) shall be submitted to the municipality on or before the 15<sup>th</sup> of June 2027.

## **2.6 DATA COLLECTION AND DATA COLLECTION SYSTEMS**

Tenderer will be fully responsible for the obtainment of all data necessary for Tenderer to compile the General 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 no matter what format is the property of municipality.

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

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

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

In all cases the following data will be applicable: -

- Extent of erf
- Date of purchase (where available)
- Purchase price (where available)
- Multiple use (if applicable)

- Name of owner (including part owners)
- Street address (where available)
- Zoning and use

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

### **13.1 RESIDENTIAL ERVEN AND BUILDINGS**

Age

Adverse features i.e. next to informal settlement, busy road, etc. Condition and rating

Number of storeys

Quality

Size of dwelling/s, outbuildings and other structures on the property

Special features i.e. swimming pool, walling

Topography/slope

View

### **13.2 INCOME PRODUCING PROPERTIES**

Condition rating

Description of units i.e. 12 x 1-bedroom flats, 6 x ground floor shops

Expense ratio to gross income

Rentable or usable area

Gross building area

Other income factors e.g. car bays

Quality of building rating

Rentals actual and/or estimates provided by agents, tenants, landlords etc

Sales capitalization rates and other information obtained from agents, brokers, purchasers etc. Surplus developable land

Turnover contribution if available

### **13.3 SPECIALISED PROPERTIES**

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

Size of all buildings

### **13.4 PROPERTIES USED FOR AGRICULTURAL PURPOSES**

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

Investigation of land claims, land tenure etc.

### **13.5 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.

### **13.6 URBAN VACANT LAND**

Adverse features

Positive features

Topography/slope

Soil conditions

Services

View

### **13.7 MINING LAND**

All data relating to the freehold including inter alia offices, hostels, dwellings etc. Buildings must be measured and fully described.

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

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

### **13.8 REGISTERED LEASES**

Salient features of the lease.

### **13.9 PUBLIC INFRASTRUCTURE**

All relevant data including description, size and use of buildings.

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

### **13.10 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 general valuation roll as well as the supplementary valuation rolls.

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

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

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

Actual use and town planning zonings are to be reflected. This includes illegal uses.

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.

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

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

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

1. Current Valuation Roll (where no valuation roll exists municipality to specify);
2. Copies of all Supplementary Valuation Rolls;

### **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.

## 14.2 DATA RELATING TO COMPILATION OF THE GENERAL VALUATION ROLL

| NO. | FUNCTION                                                                                                                                                                                     | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN                                                                                                                                                                                                             |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Aerial photographs/satellite Imagery                                                                                                                                                         |                         | If municipality does not provide aerials: Municipality to state clearly whether they require Tenderer to obtain aerials (at the cost of Tenderer) or whether Tenderer can decide, at his discretion, to use aerial photography or not. |
| 2   | Building plans                                                                                                                                                                               | ✓                       |                                                                                                                                                                                                                                        |
| 3   | Bulk deeds download at commencement date                                                                                                                                                     |                         | ✓                                                                                                                                                                                                                                      |
| 4   | Cadastre                                                                                                                                                                                     |                         |                                                                                                                                                                                                                                        |
| 5   | Copies of all offers received to purchase and/or lease Municipal properties                                                                                                                  | ✓                       |                                                                                                                                                                                                                                        |
| 6   | Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not                                                                                  | ✓                       |                                                                                                                                                                                                                                        |
| 7   | Copies of all consent use applications received, approved or declined                                                                                                                        | ✓                       |                                                                                                                                                                                                                                        |
| 8   | Copies of all township applications, 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  | Occupation Certificates where Available                                                                                                                                                      | ✓                       |                                                                                                                                                                                                                                        |
| 16  | Town planning scheme                                                                                                                                                                         | ✓                       |                                                                                                                                                                                                                                        |
| 17  | With each approved Subdivision, consolidation and/or Township Proclamation or opening of a Township Register.<br>- Copy of Proclamation Notice<br>- Amendment scheme<br>- Services agreement | ✓                       |                                                                                                                                                                                                                                        |

### 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.

#### DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

| NO. | FUNCTION                                                                                                                                                             | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN                                                                                                                                                                                                           |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Aerial photographs/satellite Imagery                                                                                                                                 |                         | If municipality does not provide aerals: Municipality to state clearly whether they require Tenderer to obtain aerals (at the cost of Tenderer) or whether Tenderer can decide, at his discretion, to use aerial photography or not. |
| 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(s), 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  | Monthly clearance certificates                                                                                                                                       | ✓                       |                                                                                                                                                                                                                                      |
| 13  | Occupation Certificates where available                                                                                                                              | ✓                       |                                                                                                                                                                                                                                      |
| 14  | Town planning scheme – updates thereof                                                                                                                               | ✓                       |                                                                                                                                                                                                                                      |
| 15  | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register.<br>- Copy of Proclamation Notice<br>- Amendment scheme | ✓                       |                                                                                                                                                                                                                                      |

|           |                                                                                                    |   |  |
|-----------|----------------------------------------------------------------------------------------------------|---|--|
|           | - Services agreement                                                                               |   |  |
| <b>16</b> | Annual inspection and review of section 9 & 15 properties referred to in the Act                   | ✓ |  |
| <b>17</b> | Monthly diagrams from surveyor general                                                             | ✓ |  |
| <b>18</b> | Notices appearing in government/provincial gazettes relating to properties within the municipality | ✓ |  |
| <b>19</b> | Annual review of rates policy copy thereof                                                         | ✓ |  |

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

Where the municipality is 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 5 (five) copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back-to-back and shall be appropriately indexed.

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 general valuation roll and supplementary rolls in a printable format.

Additional copies of the general 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.

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

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

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

16.6 In the case of property data:

**The valuation system must be able to store changes relating to inter alia; -**

- Land use, zonings, size, subdivisions, consolidations, excisions, notarial ties etc.
- Current and previous owners Date of sale and transfer Sales price
- Title deed numbers
- Servitudes
- Caveats
- Type of sale i.e. vacant or improved

#### 16.8 In the case of Valuations

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

#### 16.9 Objections

**The valuation system must be capable of recording objections and appeals and must reflect**

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

#### 16.10 Other:

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

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

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

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

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

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

## **17.1 DATA BACK UP AND DISASTER RECOVERY PLAN**

**All data collected by Tenderer is the property of the municipality.**

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

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

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

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

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

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

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

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

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

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

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

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

## **17.2 DATA TRANSFER**

Bulk data transfer shall be made available to municipality in a format specified by municipality. Tenderer will ensure that a minimum of LTO 2 Tape Backup technology or equivalent is utilised on a daily basis.

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

Tenderer may utilise optical based media technology for archiving purposes. Tenderer may utilise optical based media technology for data presentation. Tenderer will ensure that all optical based media be 'read only'.

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

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

### 17.3 GENERAL

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

Original hard copies (printed Format) of the completed valuation rolls, as well as soft (Electronic transferable format) Cd in a "d BASE" format as part of the "ESRI" shape file spatial data format, must be provided to the municipality which documentation, will remain the property of the municipality.

The ESRI shape file consists of a main file (.shp), an index file(.shx) and a dBase table (.dbt). Such format must be in accordance with the requirements of the municipality's financial System.

The format must also make provision for the following:

Individual farms and individual townships must be analysed and totalled separately. (Number of stands/portions, with separate total values)

Totals for different zonings (Business, agricultural etc.)

The successful tenderer, must provide their own stationery, prescribed valuations pages, field sheets, binders, etc. A condition of the contract will that of the field-sheets, data- information, cadastral plans, drawings, notes and any other information on rateable properties or become the property of the municipality.

### 18. KEY TASK FUNCTIONS

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

| STAGE | STAGE DESCRIPTION                                                                                                                                                                                                                                                          | PERIOD       | DATE                   |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------|
| 1     | Initial Data collection, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master. | 1 Month      | Oct 2026               |
| 2     | Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc.                                                                                                                            | 2 Months     | Oct 2026 to Nov 2026   |
| 3     | Valuation compilation                                                                                                                                                                                                                                                      | 3 Months     | Dec 2026 to Feb 2027   |
| 4     | Internal Monitoring and Submission of draft roll                                                                                                                                                                                                                           | 1 Month      | March 2027             |
| 5     | Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the municipality                                                                                                                            | 1 – 2 Months | March 2027 to Apr 2027 |
| 6     | Objections process as per Act                                                                                                                                                                                                                                              | 1 - 2 Months | May 2027 to Jun 2027   |
| 7     | Valuation appeal board hearing                                                                                                                                                                                                                                             | As per Act   |                        |
| 8     | Attending to all valuation enquiries                                                                                                                                                                                                                                       | As per Act   |                        |
| 9     | Submission of all data or copies thereof to municipality & issuing of final delivery certificate                                                                                                                                                                           |              |                        |

\* **Note** These items are optional and may not be required by municipality. If municipality requires any of the above options, they must indicate under this paragraph... *This will be a requirement for the Lepelle-Nkumpi Local Municipality.*

## **19. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:**

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

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

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

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

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

## **20. MINIMUM REQUIREMENTS PER STAGE:**

### **Stage 1: DOCUMENTATION**

Obtain the following:

- Copy of current valuation roll (if compiled)
- All supplementary valuation rolls
- Cadastral information
- Aerial photographs if supplied by municipality
- Bulk Deeds download.
- Download all data onto Tenderer(s) valuation system and create property master.
- Compare cadastre with the deeds download and existing Municipal Valuation Roll.
- Download other data in terms of section 48(2).
- Order aerial photographs 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: INTERNAL MONITORING AND SUBMISSION OF DRAFT ROLL:**

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

### **Stage 5: CORRECTIONS OF DRAFT ROLL AND SUBMISSION OF CERTIFIED 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 6: 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 7: VALUATION APPEALS BOARD HEARINGS:**

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

### **Stage 8: ATTENDING TO ALL VALUATION ENQUIRIES:**

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

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

Tenderer(s) will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter that a copy of all data in their possession has been provided to municipality in either an electronic or hard copy format.

A final delivery certificate can only be issued once this provision has been fulfilled.

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

## 21. PUBLIC PARTICIPATION AND AWARENESS:

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

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

## 22. METHODS OF PAYMENT:

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

| STAGE NO.    | DESCRIPTION                                                                              | % PAYMENT PAYABLE ON COMPLETION |
|--------------|------------------------------------------------------------------------------------------|---------------------------------|
| 1            | Commencement phase                                                                       | 10%                             |
| 2            | Data Collection                                                                          | 30%                             |
| 3            | Valuation compilation                                                                    | 20%                             |
| 4            | Internal Monitoring                                                                      | -                               |
| 4            | Submission of Draft Valuation Roll                                                       | 10%                             |
| 5            | Submission of Final Certified Roll                                                       | 10%                             |
| 6            | Finalization of Objection Process                                                        | 5%                              |
| 7            | Conclusion of hearings                                                                   | 5%                              |
| 8            | Submission of data to municipality & issue of Final delivery certificate by municipality | 10%                             |
| <b>TOTAL</b> |                                                                                          | <b>100%</b>                     |

## 23. SCHEDULE OF FEES

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

### GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

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

#### 25.1 GENERAL DESCRIPTION OF SERVICE

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

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

## **25.2 GIS DATA STANDARDS**

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

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

**Compulsory Schedules to be completed**

**SCHEDULE 1 (A)**

**AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER**

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

FULL NAMES: \_\_\_\_\_

I.D. NUMBER: \_\_\_\_\_

PROFESSIONAL QUALIFICATIONS: \_\_\_\_\_

PROFESSIONAL REGISTRATION NO: \_\_\_\_\_

(Attach certified copy of certificates)

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

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

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## WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

[illegible]

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

[illegible]

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

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE |
|----------------------|------------------------|----------------|-------|
|                      |                        |                |       |
|                      |                        |                |       |
|                      |                        |                |       |
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Have you had any experience in reconciling cadastral 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 |
|----------------------|------------------------|----------------|-------|
|                      |                        |                |       |
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**VALUATION BOARD HEARING EXPERIENCE**

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

If yes:

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

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

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

I, The undersigned \_\_\_\_\_

do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE: NOMINATED PERSON  
AS MUNICIPAL VALUER

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2026

\_\_\_\_\_  
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

**SCHEDULE 1 (B)**

**AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER**

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

FULL NAMES: \_\_\_\_\_

I.D. NUMBER: \_\_\_\_\_

PROFESSIONAL QUALIFICATIONS: \_\_\_\_\_

PROFESSIONAL REGISTRATION NO: \_\_\_\_\_

(Attach certified copy of certificates)

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

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

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## WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

[illegible]

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

[illegible]

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

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE |
|----------------------|------------------------|----------------|-------|
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Have you had any experience in reconciling cadastral 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 |
|----------------------|------------------------|----------------|-------|
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**VALUATION BOARD HEARING EXPERIENCE**

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

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

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

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

I, The undersigned \_\_\_\_\_

do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE: NOMINATED PERSON  
AS SUBSTITUTE 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 \_\_\_\_\_ 2026.*

\_\_\_\_\_  
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

**SCHEDULE 2 (A)**

**AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

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

FULL NAMES: \_\_\_\_\_

I.D. NUMBER: \_\_\_\_\_

PROFESSIONAL QUALIFICATIONS: \_\_\_\_\_

PROFESSIONAL REGISTRATION NO: \_\_\_\_\_

(Attach certified copy of certificates)

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

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

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[illegible][illegible]

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

[illegible]

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

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE |
|----------------------|------------------------|----------------|-------|
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Have you had any experience in reconciling cadastral 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 |
|----------------------|------------------------|----------------|-------|
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### **VALUATION BOARD HEARING EXPERIENCE**

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

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

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

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

I, The undersigned \_\_\_\_\_

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

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

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

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE: ASSISTANT NOMINATED  
MUNICIPAL VALUER NO. 1

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

**SCHEDULE 2 (B)**

**AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

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

FULL NAMES: \_\_\_\_\_

I.D. NUMBER: \_\_\_\_\_

PROFESSIONAL QUALIFICATIONS: \_\_\_\_\_

PROFESSIONAL REGISTRATION NO: \_\_\_\_\_

(Attach certified copy of certificates)

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 recognized 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:**

[illegible]

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

[illegible]

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

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE |
|----------------------|------------------------|----------------|-------|
|                      |                        |                |       |
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|                      |                        |                |       |

Have you had any experience in reconciling cadastral 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 |
|----------------------|------------------------|----------------|-------|
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**VALUATION BOARD HEARING EXPERIENCE**

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

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

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

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

I, The undersigned \_\_\_\_\_

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

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

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

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE: ASSISTANT NOMINATED  
MUNICIPAL VALUER NO. 2

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF  
OATHS

**SCHEDULE 2 (C)**

**AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

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

FULL NAMES: \_\_\_\_\_

I.D. NUMBER: \_\_\_\_\_

PROFESSIONAL QUALIFICATIONS: \_\_\_\_\_

PROFESSIONAL REGISTRATION NO: \_\_\_\_\_

(Attach certified copy of certificates)

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

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

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[illegible]

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

[illegible]

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

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE |
|----------------------|------------------------|----------------|-------|
|                      |                        |                |       |
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|                      |                        |                |       |
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|                      |                        |                |       |

Have you had any experience in reconciling cadastral 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 |
|----------------------|------------------------|----------------|-------|
|                      |                        |                |       |
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|                      |                        |                |       |
|                      |                        |                |       |

**VALUATION BOARD HEARING EXPERIENCE**

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

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
|                      |                     |                   |                 |
|                      |                     |                   |                 |
|                      |                     |                   |                 |

## **VALUATION APPEAL BOARD HEARINGS**

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

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

I, The undersigned \_\_\_\_\_

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

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

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

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE: ASSISTANT NOMINATED  
MUNICIPAL VALUER NO. 3

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

**SCHEDULE 2 (D)**

**AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

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

FULL NAMES: \_\_\_\_\_

I.D. NUMBER: \_\_\_\_\_

PROFESSIONAL QUALIFICATIONS: \_\_\_\_\_

PROFESSIONAL REGISTRATION NO: \_\_\_\_\_

(Attach certified copy of certificates)

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

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

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**WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:**

[illegible]

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

[illegible]

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

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE |
|----------------------|------------------------|----------------|-------|
|                      |                        |                |       |
|                      |                        |                |       |
|                      |                        |                |       |
|                      |                        |                |       |
|                      |                        |                |       |

Have you had any experience in reconciling cadastral 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 |
|----------------------|------------------------|----------------|-------|
|                      |                        |                |       |
|                      |                        |                |       |
|                      |                        |                |       |
|                      |                        |                |       |
|                      |                        |                |       |

### **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 HEARINGS**

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

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

I, The undersigned \_\_\_\_\_

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

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

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

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE: ASSISTANT NOMINATED  
MUNICIPAL VALUER NO. 4

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

FORM “C”

PRICING SCHEDULE

3. PRICING SCHEDULE

| DESCRIPTION                                          | AMOUNT |
|------------------------------------------------------|--------|
| VALUATION ROLL FIXED TENDER AMOUNT                   |        |
| VALUATION OF INVESTMENT PROPERTY PER ENTRY           |        |
| SUPPLEMENTARY VALUATION ROLL PER CATEGORY PER ENTRY: |        |
| • STATED OWNED PROPERTIES                            |        |
| • FARMS                                              |        |
| • BUSINESS AND COMMERCIAL PROPERTIES                 |        |
| • RESIDENTIAL                                        |        |
| • INSTITUTION                                        |        |
| • MUNICIPAL PROPERTIES                               |        |
| • INDUSTRIAL                                         |        |
| SUBTOTAL                                             |        |
| VAT                                                  |        |
| TOTAL INCLUDING VAT                                  |        |

### SCHEDULE 3

#### BILL OF QUANTITY (PRICING SCHEDULE)

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

Tenderers(s) are not permitted to change the basis upon which they have been asked to tender.

Any variation from the column "How to Tender" will invalidate this tender

| ITEM | DESCRIPTION                                                                                                                                             | HOW TO TENDER                           | AMOUNT INCLUDING VAT | COMMENT                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | General Valuation Roll                                                                                                                                  | Fixed tender amount                     | R                    | Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rates of items 1.1 to 1.10 hereunder. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.10 hereof.<br>Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.10 |
|      |                                                                                                                                                         | <b>Rate per entry incl VAT</b>          |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2    | Supplementary Valuation Roll                                                                                                                            | <b>Rate per entry incl VAT</b>          |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|      | Year 1                                                                                                                                                  |                                         | R                    |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|      | Year 2                                                                                                                                                  |                                         | R                    |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|      | Year 3                                                                                                                                                  |                                         | R                    |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|      | Year 4                                                                                                                                                  |                                         | R                    |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|      | Year 5                                                                                                                                                  |                                         | R                    |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.1  | Entry option                                                                                                                                            | Rate per entry incl VAT                 |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3    | Section 51 compliance                                                                                                                                   |                                         | NIL                  | Part of compilation fee                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4    | Section 53 (3)                                                                                                                                          | Per reason incl VAT                     |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5    | <b>Appeals Board Hearings:</b> Preparation and consultations with professionals appointed by the municipality for specific appeals                      | Per hour incl vat                       |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6    | Attendance at Appeal Board hearing                                                                                                                      | Per day incl vat                        |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7    | <b>Data collection</b>                                                                                                                                  | Fixed fee incl vat                      |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8    | <b>Public awareness</b>                                                                                                                                 | Fixed fee incl vat                      |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9    | <b>Valuations other than for rating purposes</b>                                                                                                        | State the basis of fees incl vat        |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10   | <b>Consultations</b>                                                                                                                                    | Hourly rate incl vat                    |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 11   | <b>Valuation enquiries</b>                                                                                                                              | Fixed fee incl vat                      |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12   | <b>Travelling expenses for valuations</b> other than for rating and for supplementary valuations where the entry option has been chosen by municipality | State the tariff to be applied incl vat |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 13   | <b>Disbursements for valuations</b> other than for rating and for supplementary valuations where the entry option has been chosen by municipality       | State the tariff to be applied incl vat |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14   | <b>Additional copies of valuation roll</b>                                                                                                              | Per additional copy incl vat            |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**METHODS OF PAYMENT:**

**THE MUNICIPALITY WILL PAY TENDERER ON A PROGRESS BASIS MEASURED AGAINST PERFORMANCE OF EACH STAGE.**

| <b>STAGE NO.</b> | <b>DESCRIPTION</b>                                           | <b>% PAYMENT</b> |
|------------------|--------------------------------------------------------------|------------------|
| 1.               | Induction Phase                                              | -                |
| 2.               | Data Collection                                              | 20%              |
| 3.               | Valuation compilation and Submission of Draft Valuation Roll | 30%              |
| 4.               | Internal monitoring                                          | -                |
| 5.               | Objection process and completion of reasons                  | 5%               |
| 6.               | Submission of certified roll                                 | 40%              |
| 7.               | Valuation appeal board Hearing                               | 5%               |
|                  | <b>TOTAL</b>                                                 | <b>100%</b>      |

## **SCHEDULE 4**

### **DATA BACK UP AND DISASTER RECOVERY PLAN**

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

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

Municipality shall not be obliged to accept such proposal of Tenderer and municipality reserves the right to refer the proposal of Tenderer for evaluation by a recognized expert in the field of data backup and recovery.

## **SCHEDULE 5**

### **COMPUTER SYSTEM**

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

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

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

## **SCHEDULE 6**

### **HUMAN RESOURCES**

Tenderer and/or nominated person/s to complete the following schedule:

**Schedule 6** must be accompanied by a human resources organogram of Tenderer and nominated person/s.

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

## **SCHEDULE 7**

### **PROJECT WORK PLAN**

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

- Workflow
- Timelines
- Deadlines

Note the above schedule will together with the Key Task Functions under paragraph 18 hereof become the basis upon which the municipality will monitor the 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 workflow diagram or chart illustrating his understanding of the entire valuation process necessary to compile the valuations referred to in this tender.

## **SCHEDULE 8**

### **PROOF OF INSURANCE COMPLIANCE**

Attached as **Schedule 8** proof in terms of paragraph 8.

## **SCHEDULE 9**

### **PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000**

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

## **SCHEDULE 10**

### **PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS**

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

## **SCHEDULE 11**

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

## **SCHEDULE 12**

### **STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE**

Tenderer should indicate under **Schedule 12** any item and/or additional service that will be included in the tender.

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

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

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

## **FORM “D”**

### **RESPONSIVENESS AND EVALUATION**

The following evaluation process and criteria will be used to evaluate all bids submitted:

All bids received shall be evaluated in terms of Supply Chain Management Regulations, Lepelle – Nkumpi Local Municipality Supply Chain Management Policy, The Preferential Procurement Policy Framework Act, and other applicable legislation.

The evaluation criteria consist of the following three (03)

phases:

Phase 1 – Administration compliance

Phase 2- Functionality

Phase 3- Price and special goals points

Bids in administrative compliance must meet the requirements of each phase in order to qualify for further evaluation

Bids in functionality phase must meet minimum points of 80 to qualify for further evaluation and below 80 points bidders will be disqualified.

### **Administrative Compliance – Phase one**

#### **RESPONSIVENESS CRITERIA**

1. The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted. The municipality will not take any responsibility of the lost documents due to poor packaging.
2. The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid
3. The following MBD forms 1, 3.3, 4, 5, 6.1, 8, and 9 must be completed in full. In case of a joint venture, MBD forms should be completed by an authorized JV representative. (Failure to do so will result in disqualification)
  - i. MBD 1 – Invitation to bid
  - ii. MBD 3.3- Pricing Schedule (Professional Services)
  - iii. MBD 4 – Declaration of interest
  - iv. MBD 5 - Declaration for procurement above R10 Million (All applicable taxes included)
  - v. MBD 6.1 – Preference points claim form
  - vi. MBD 8 – Declaration of bidder’s past supply chain management practices

vii. MBD 9 – Certificate of independent bid determination

4. All pages must be initialized or signed. (failure to do so will result in disqualification)

5. Alterations must be signed or initialized. (failure to do so will result in disqualification)

**6. THE USE OF TIPPEX WILL AUTOMATICALLY DISQUALIFY YOUR BID**

7. The bid document and attached annexure must be completed in indelible ink. (failure to do so will result in disqualification).

**8. The bidder must attach following with the tender:**

- i. Copy of the entity/company registration certificate must be submitted with the bid, if applicable.
- ii. Certified copies of IDs for all Director(s) must be attached (**Certification not older than 3 months before the closing date**)
- iii. Tax compliance pin/ CSD number must be completed in MBD form 1.
- iv. Authority for signatory - attach resolution in case of more than one director
- v. Bidder/s (Company and director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder an affidavit from SAPS must be attached.  
**OR** Letter of traditional authority not older than 90 days for bidder/s.  
**OR** in case of a lease agreement, a signed lease agreement by both parties indicating who is liable in terms of municipal rates (lessor & lessee) must be attached.
- vi. Certified copies of cards/ certificates from South African Council for the Property Valuers Profession (**SACPVP**) or proof of payment (if waiting for re-registration/ re-application)
- vii. Tenderer shall submit proof of Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1, 000,000.00 and;
- viii. Public Liability Insurance held by Tenderer for a minimum value of R500, 000.00.
- ix. In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached and the following must be adhered to

**NB: Failure to adhere to the above-mentioned requirements will result to disqualification**

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. Bidders are notified that a minimum of **80 points** should be achieved in order to be evaluated further, a bid will be disqualified if it fails to meet the minimum threshold for functionality.

### **Functionality Scorecard**

| <b>No</b> | <b>EVALUATION CRITERIA FOR FUNCTIONALITY</b>                                                                                                                              | <b>CRITERIA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>POINTS ALLOCATIONS (MAX)</b> |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1         | <b>COMPANY EXPERIENCE IN VALUATION ROLL</b><br><br><i>(Attach Appointment Letter(s) and corresponding reference letter(s) signed and stamped from the municipalities)</i> | <ul style="list-style-type: none"> <li>• 1 Letter = 10 Point</li> <li>• 2 Letters = 20 Points</li> <li>• 3 Letters = 30 Points</li> <li>• 4 Letters = 40 Points</li> <li>• 5 Letters and above = 50 Points</li> <li>• No Letter= 0</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>50</b>                       |
| 2         | <b>CAPACITY OF KEY PERSONNEL</b><br><br><i>(Attach Curriculum Vitae showing experience and certified copies of qualifications and registration certificate)</i>           | <p><b><u>Municipal Valuer:</u></b><br/> <b>Qualifications:</b><br/> Degree in property Valuation/<br/> Advanced national diploma in real estate, minimum NQF level 7 or Higher<br/> = <b>15 points</b></p> <p><b>Experience of the Municipal Valuer in Valuation Roll</b></p> <ul style="list-style-type: none"> <li>• 14 years and above = <b>5 points</b></li> <li>• 10 to 13 years = <b>4 points</b></li> <li>• 5 to 9 years = <b>3 points</b></li> <li>• 1 to 4 years = <b>2 points</b></li> </ul> <p><b><u>Assistant Municipal Valuer</u></b><br/> <b>Qualifications</b><br/> N. Diploma in Property Valuation/<br/> National diploma in Real estate,<br/> minimum NQF level 6 or Higher= <b>5</b></p> <p><b>Experience of the Assistant Municipal Valuer in DC Valuation Roll</b><br/> Above 3 years = <b>5 points</b><br/><br/> 1 to 3 years = <b>2 points</b></p> | <b>30</b>                       |

|   |                                                                                                                                                  |                                                                                                                                                                                                                                                       |           |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 3 | <b>GIS Specialist</b><br><i>(Attach Curriculum Vitae showing experience and certified copies of qualifications and registration certificate)</i> | <b>GIS Specialist</b><br><br><b>Qualifications</b><br>N. Diploma in GIS, minimum NQF level 6 or Higher= <b>10 points</b><br><br><b>Experience of the GIS Specialist</b><br><br>Above 3 years = <b>10 points</b><br><br>1 to 3 years = <b>5 points</b> | <b>20</b> |
|   | <b>TOTAL POINTS</b>                                                                                                                              |                                                                                                                                                                                                                                                       | <b>80</b> |

The bidder is expected to score a minimum of 80 points to be evaluated further

### 3. Price and Preference Point system (Special goals) – Phase three

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, amended PPR 2022 and other applicable legislations.

#### Evaluation on price and preference point system

| Evaluation Criteria |                                  | Points |
|---------------------|----------------------------------|--------|
| 1.                  | Price                            | 80     |
| 2.                  | Preference point (Special goals) | 20     |
| 3.                  | Total                            | 100    |

Special goals are awarded as per the following table:

| The specific goals allocated points in terms of this tender                                      | Number of points allocated<br>Special goals: 20 points |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| (Percentage %) Black Person owned as per CSD                                                     | 04                                                     |
| People or Businesses residing within Lepelle-Nkumpi Local Municipality as per proof of residence | 04                                                     |
| (Percentage %) owned by black people who are women as per CSD                                    | 04                                                     |
| (Percentage %) owned by black people who are disabled as per CSD                                 | 04                                                     |
| (Percentage %) owned by black people who are youth as per CSD                                    | 04                                                     |

The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidders authorize the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

**PRICING SCHEDULE  
(Professional Services)**

Name of Bidder:.....Bid Number: .....

Closing Time: ..... Closing Date .....

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

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY**(ALL APPLICABLE TAXES INCLUDED) |
|---------|-------------|------------------------------------------------------------|
|         |             |                                                            |

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

| 4. PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|------------------------|-------------|------------|
| -----                  | R-----      | -----      |
| -----                  | R-----      | -----      |
| -----                  | R-----      | -----      |
| -----                  | R-----      | -----      |
| -----                  | R-----      | -----      |

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

|       |        |            |
|-------|--------|------------|
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|------|----------|--------|
|---------------------------------------|------|----------|--------|

|       |       |        |
|-------|-------|--------|
| ..... | ..... | R..... |
| ..... | ..... | R..... |
| ..... | ..... | R..... |
| ..... | ..... | R..... |

\*\*\*"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE  | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |
| .....                                 | ..... | .....    | R..... |

TOTAL: R.....

6. Period required for commencement with project after  
Acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? .....\*YES/ NO.

9. If not firm for the full period, provide details of the basis on which  
adjustments will be applied for, for example consumer price index.....

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

\*Delete if not applicable

**ANNEXURE “B”**

**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

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

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

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

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

ANNEXURE "C"

**MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

*For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:*

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2. Do you have any outstanding undisputed commitments for Municipal services towards a 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 bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provider particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

- 3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**YES / NO**

- 4.1 If yes, furnish the particulars

.....  
.....

SIGNATURE: .....

DATE: .....

ANNEXURE “D”

MBD 6.1

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

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

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

---

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

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

a) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

$$P_s = 80 \left( 1 - \frac{P_t - P}{P} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

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

### 3.2.1 POINTS AWARDED FOR PRICE

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

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P}{P} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration  $P_{max}$  = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

***The 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

| The specific goals allocated points in terms of this tender                                     | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------|
| 100% Black Person owned as per CSD                                                              | 04                                        |                                                                           |
| People or Businesses residing with Lepelle- Nkumpi Local Municipality as per proof of residence | 04                                        |                                                                           |
| Woman for 100% Woman owned Company as per CSD                                                   | 04                                        |                                                                           |
| People with disability for 100% disability owned company as per CSD                             | 04                                        |                                                                           |
| Youth (18 to 35 years) for 100% Youth owned company as per CSD                                  | 04                                        |                                                                           |

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.2 Name of company/firm

---

4.3 Company registration number

---

4.4 Type of Company/Firm

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

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals of this bid, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- a) The information furnished is true and accurate;
- b) The preference points claimed are in accordance with the general conditions as indicated in paragraph 1 of this form;
- c) In the event of a contract being awarded as a result of points claimed as shown in the paragraph 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- d) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state, in addition to any other remedy it may have:
  - i. disqualify the person from the bidding processes;
  - ii. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - iii. cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
  - iv. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted in a fraudulent manner, be restricted from obtaining business from any organ of state for a period not exceeding 10 years after the *audi alteram partem* rule has been applied; and
  - v. forward the matter for criminal prosecution, if deemed necessary.

## WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution) .....in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify) .....
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1. ....

2. ....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake 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 (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|----------|---------------------------------------|-------|-----------------|---------------------------------|---------------------------------------|
|          |                                       |       |                 |                                 |                                       |

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

.

2. ....

.

## 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?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><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)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                               | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

|             |                                                                                                                                                                                                                                        |                                 |                                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                        | <b>Yes</b>                      | <b>No</b>                      |
| 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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a take all reasonable steps to prevent such abuse;
  - b reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:
  - i has been requested to submit a bid in response to this bid invitation;
  - ii could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - iii provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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;
  - a. geographical area where product or service will be rendered (market allocation)
  - b. methods, factors or formulas used to calculate prices;

- c. the intention or decision to submit or not to submit, a bid;
- d. 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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **Objections and complaints**

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745. To report any fraud; irregularities or corruption related incidents you may call our Anti-Fraud Hotline number: 0800 20 50 53

## ANNEXURE “H”

## GENERAL UNDERTAKINGS BY THE BIDDER

## Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Lepelle-Nkumpi Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Evaluation and Adjudication Committee.
- 1.1.5 **“Council”** refers to Lepelle-Nkumpi Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.10 **“SMME’s”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGO’s, managed by one owner or more, as defined in the National Small Business Act 102 of 1996.
- 1.1.11 **“Contract”** refers to legally binding agreement between Lepelle-Nkumpi Municipality and the service provider.
- 1.1.12 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
- 1.1.13 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted tender or price quotation.
- 1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 **“Functionality”** means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

## INTERPRETATION:

In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention. T

## 1.2.1 An expression which denotes:-

- 1.2.1.1 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that

statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

1.2.2 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.2.3 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s)} to the Lepelle-Nkumpi Municipality.

On the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into this bid);

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

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Lepelle-Nkumpi Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquainted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

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

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

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

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

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Lepelle-Nkumpi Municipality legal costs on an attorney and own client;

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

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

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

and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

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

## **ANNEXURE “I”**

### **GENERAL CONDITIONS OF CONTRACT**

#### **Definitions**

(1) The following terms shall be interpreted as indicated:

**“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.

**“Contracts”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendixes thereto and all documents incorporated by reference therein.

**“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.

**“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.

**“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

a) **“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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

b) **“Day”** means calendar day.

c) **“Delivery”** means delivery in compliance of the conditions of the contract or order.

d) **“Delivery ex stock”** means immediate delivery direct from stock actually on hand.

e) **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

f) **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of country of origin and which have the potential to harm the local industries in the RSA.

g) **“Force Majeure”** means an event beyond the control of provider and not involving the provider's fault or negligence and is 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.

h) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidders of the benefits of free and open competition.

i) **“GCC”** means the General Conditions of Contract.

j) **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

**“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

k) **“Local Content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacturing does take place.

l) **“Manufacture”** means the products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

m) **“Local Content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacturing does take place.

n) **“Manufacture”** means the products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

o) **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service

p) **“Project site,”** where applicable, means the place indicated in bidding documents.

p) **“Purchaser”** means the Lepelle-Nkumpi Municipality.

q) **“Republic”** means the Republic of South Africa.

r) **“SCC”** means the Special Conditions of Contracts.

s) **“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 provider covered under the contract.

t) **“Written”** or “in Writing” means hand-written in ink or any form of electronic or mechanical writing.

**(2) Application**

1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (including 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 bidding documents.
2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**(3) General**

1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
2. Invitations to bid are usually published in locally distributed news media and in the institution's website.

**(4) Standards**

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

**(5) Uses of contract documents and information inspection**

1. The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The provider 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.
3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchase and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
4. The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## (6) Patent rights

1. The provider 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.
2. When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

(7) **Performance Security**

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 Special Conditions of Contract.
2. The process of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) A cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should be at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services accepted or not, the cost in connection with these inspections, tests or analysis shall be defrayed by the provider.

8.5 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.6 Any contract supplies 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 supplies shall be held at the cost and risk of the provider, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the provider's cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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

## 9. Packing

- a) The provider 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.
- b) 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 subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental services

- a. The provider may be required to provide any or all of the following services, including additional services, if any:
  - i) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - ii) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - iii) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - iv) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that these services shall not relieve the provider of any warranty obligations under this contract; and

- v) Training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- b) Price charged by the provider 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 provider for similar services.

## 14. Spare parts

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

a) Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract;

14.2 In the event of termination of production of the spare parts:

- a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

a) The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

b) This warranty shall remain valid for twelve (12) months, or any portion thereof as the case may be, after goods 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.

c) The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

d) Upon receipt of such notice, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.

e) If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## 16. Payment

a) The method and conditions of payments to be made to the provider under this contract shall be specified.

b) The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillments of other obligations stipulated in the contract.

c) 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 provider.

d) Payments will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

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

## **18.Subcontracts**

- 18.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract

## **19.Delays in the provider's performance**

- 19.1 Delivery of goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

- 19.2 If at time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the act of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

- 19.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

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

- 19.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods not delivered later at the provider'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 provider.

## **20. Penalties**

- 20.1 Subject to GCC clause 25, if the provider 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.

## **21. Termination for default**

- a The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- i If the provider 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
  - ii If the provider fails to perform any other obligation(s) under the contract;
  - iii If the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- b In the event of the purchaser terminating 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **22. Anti-dumping and countervailing duties and rights**

- a) When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing rights are increased in respect of any dumped or subsidised import, the Municipality 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 are abolished, or where the amount of such provisional payments or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to be delivered or rendered in terms of the contract or any other contract or any other amount which may be due to him.

## **23. Force Majeure**

- 23.1 Notwithstanding the provisions of GCC clause 22 and 23, the provider 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.

- 23.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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. T

## **24. Termination for insolvency**

24.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

## **25. Settlement of disputes**

25.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

25.2 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 provider 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.

25.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

25.4 Notwithstanding any reference to mediation and/or court proceedings herein:

- 1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 2 The purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **26. Limitation of liability**

26.1 Except in case of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 6:

- a The provider 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 provider to pay penalties and/or damages to the purchaser; and
- b The aggregate liability of the provider 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.

## **27. Governing language**

27.1 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.

## **28. Applicable laws**

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

**29. Notices**

29.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address noticed later by him in writing and such posting shall be deemed to be proper services of such notice.

29.2 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.

**30. Taxes and duties**

30.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

30.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

**31. Transfer of contracts**

31.1 The contract shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**32. Amendment of contracts**

32.1 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.

**ANNEXURE “J”****SPECIAL CONDITIONS OF THE CONTRACTS:**

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. LEPELLE-NKUMPI MUNICIPALITY reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
2. LEPELLE-NKUMPI MUNICIPALITY reserves the right not to evaluate and /or consider any proposal that does not comply strictly with the requirements as set out in this request.
3. LEPELLE-NKUMPI MUNICIPALITY reserves the right to make a decision/ selection based solely on the information received in the proposal to this request.
4. The bid price must remain valid for a period of 90 days calculated from the closing date.
5. The employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
6. The Municipality may accept or reject any variation, deviation, bid offer or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
- 7. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
  - i. Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
  - ii. Failed, during the last five years, to perform satisfactorily on a previous contract with the Lepelle-Nkumpi Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
  - iii. Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
  - iv. Been convicted of fraud or corruption during the past five years;
  - v. Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - vi. 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

**8. The Municipal Manager may cancel a contract awarded to a person if:**

- The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

**9. No bids will be considered from persons in the service of the state (as defined in regulation 1 of the local government: municipal supply chain management regulations)**

