



# TSWAING LOCAL MUNICIPALITY



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## COMPILATION OF GENERAL VALUATION ROLL:

**1 JULY 2025 TO 30 JUNE 2030**

**TENDER NO. \_\_\_\_\_**

**TENDER SPECIFICATION**

**THE COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR A PERIOD OF SIXTY MONTHS (5 Years)**

**IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004**

**(ACT NO. 6 OF 2004) AND MUNICIPAL PROPERTY RATES ACT AMENDMENT OF 2014**

### **1. INTRODUCTION**

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

- Delareyville
- Geysdorp
- Atamelang
- Sannieshof
- Agisanang
- Ottosdal
- Letsopa and
- All farm areas that fall under the Municipal boundaries

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

The successful bidder must commit themselves to a strict and confidential valuation task for the duration of the project.

The successful bidder must ensure that no conflict of interest occurs during or after the valuation process and if any potential conflict arises, the Bidder must inform Tswaing Local municipality immediately.

The successful bidder will be required to prepare a project plan in terms of Schedule 7 of the Act and to adhere to the time schedules detailed therein.

Tswaing Local Municipality will provide the successful bidder with certain data as required.

Any further data or information required to fulfil the requirements of the Act and the specific requirements of Tswaing Local Municipality shall be for the sole account and responsibility of the successful bidder

## 2. QUALIFICATION OF MUNICIPAL VALUER

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

Tswaing Local Municipality reserves the right to: -

Fully investigate the qualifications, experience and performance of the successful bidders in terms of **Schedules 1 and 2** hereof by reference to:

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the successful bidders within the valuation profession;
- obtain references from any professional body that the successful bidder/s is associated with,
- Tswaing Local Municipality reserves the right to interview the successful bidder/s.

The Successful bidder will be appointed by Tswaing Local Municipality as a Municipal Valuer.

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

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

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

## 3. DEFINITIONS

Act	shall mean the Municipal Property Rates Act 6 of 2004 and Municipal Property Rates Act Amendment of 2014
Date of Valuation:	shall mean the Date of Valuation as determined by Tswaing Local Municipality in terms of the Act;
Date of Draft Submission:	shall mean the date upon which Tswaing Local Municipality requires the successful bidder to submit data relevant to the valuation roll to enable the Tswaing Local 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 Tswaing Local Municipality by the successful bidders;
Properties:	<p>Properties refer to all properties, dwellings, agricultural farming units, typical income producing properties and include inter alia the following types of properties:</p> <ul style="list-style-type: none"><li>• Residential Properties</li><li>• Business or Commercial Properties</li><li>• Mines</li><li>• Provincial and/or State buildings such as Civic Centres, Prisons etc.*state owned properties.</li><li>• Sectional Titles Residential/Business</li></ul>

- Industrial
- Public Service Infrastructure
- Public Benefit Organizations
- Agriculture (Farms but residential)
- Agriculture (Bone fide farmer no service)
- Private vacant land
- Private Roads
- Guest houses
- Hospital Industry
- Private Hospital and clinics
- Early Development centres(crèches)
- Private schools
- Public open spaces
- Council properties ratable and non-ratable  
(Promulgated rates tariffs and categories)

The successful bidder shall be required to assist Tswaing Local Municipality to compile a register of Properties that will enable the 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, The successful bidder will be required to obtain written approval from Tswaing Local Municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties.

Data and Information	includes valuations, calculations, spreadsheets, data bases, files, map analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;
Data Ownership:	all data obtained, collected and/or utilized in the compilation and maintenance of the valuation roll and supplementary valuations rolls belong to Tswaing Local Municipality; Such data will be available in a format that is easy to read, understand and interpret
Data Transfer:	all data utilized and/or collected by Successful bidder including that of the data capturers, will be transferred by the successful bidder to Tswaing Local Municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format.
Property Master File:	shall be defined as a property master file containing all property records of Tswaing Local Municipality relating to the valuation roll whether registered or not at date of valuation. Successful bidder 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 even consolidated. Upon proclamation of a township, Successful

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

The purpose of the master file is to enable the public and officials of the Tswaing Local 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 Tswaing Local 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.

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#### **4. SCOPE OF WORK (SERVICES REQUIRED)**

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Tenders are invited from experienced and suitably qualified successful bidder to compile and maintain valuation roll/s and supplementary valuation rolls. Successful bidder will be required to compile a Valuation Roll for a period of sixty (60) months.

The successful bidder will be required to undertake the following functions and/or services in terms of the Act.

1. Valuation of different categories of properties in terms of Section 8(2).
2. Valuation of multiple purpose properties in terms of Section (9) and the review thereof
3. Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof
4. Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
5. Compile valuation roll that is in Compliance with the provisions of Section 30.
6. Compile the valuation rolls as at date of valuation in terms of Section 31.
7. Operate in terms of provisions of Section 34 – Functions of Municipal Valuer.
8. Assume responsibility for Data Collectors performance in line with section 36
9. Comply with Section 37 – Delegation where applicable and if necessary.

10. Comply with Section 39 – Qualifications of Municipal Valuers.
11. Comply with Section 40 – Prescribed Declarations.
12. Comply with Section 41 – Inspection of property within defined days and times.
13. Comply with Section 42 – Access to Information.
14. Comply with Section 43 – Conduct of Valuers.
15. Comply with Section 44 – Protection of Information.
16. Comply with Section 45 – Valuation methodology and Section 13 hereof.
17. Comply with Section 46 – General basis of valuation.
18. Comply with Section 47 – Sectional Title Schemes.
19. Comply with Section 48 – Content of valuation roll including any additional information that Tswaing Local Municipality may require in terms of this tender.
20. Comply with Section 51 – Processing of objections, if so required by Tswaing Local Municipality.
21. Comply with Section 52(1) (3) – Compulsory review.
22. Comply with Section 53 – Notification.
23. Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
24. 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 Tswaing Local Municipality.
25. Ensure the alignment of the valuation roll to the billing system (and vice-versa) in terms of the number of properties, the values and categories of such properties
26. Section 78 (1) (a) (b) (c) (d) (e) (f) (g) (h) of the Municipal Property Rates Act no. 6 of 2004
27. All properties to have LPI Codes
28. Provide the municipality with a consolidated valuation roll on a monthly basis
29. All addresses to be included especially farms
30. Comply with Section 81 & 82 of the Act. Successful bidder shall provide and make available all data and valuations for purposes of internal monitoring by the Tswaing Local 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-
31. In addition to compiling the said valuation rolls

Successful bidder will be required to assist Tswaing Local Municipality in: -

- (1) The review of Rates Policy in terms of the Act regarding valuation matters.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.

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## 5. ATTENDING TO VALUATION ENQUIRIES ON BEHALF OF TSWAING LOCAL MUNICIPALITY PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

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The successful bidder will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000 and any other relevant legislations.

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

The successful bidder as part of the function in collecting data on behalf of the Tswaing Local Municipality will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000.

Accordingly, successful bidder will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000.

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

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

The successful bidder will however be required to supply any information that is of general nature appearing in the valuation rolls and available to the public in the format prescribed by Tswaing Local Municipality.

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

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## 6. CONFIDENTIALITY

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

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

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

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## 7. PENALTIES AND DEFAULTS

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It is a specific condition of this tender that the successful bidder is required to perform his task to acceptable standards and shall be obliged to meet the deadlines determined by Tswaing Local Municipality. In the event of successful bidder not conforming to the standards required by Tswaing Local Municipality as contained in the tender document, the bidder shall be given **14 days** written notice to remedy such default failing which, Tswaing Local Municipality will be allowed to cancel this appointment without further notice.

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

- Non-compliance to submission dates

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

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

In all of the other events, Tswaing Local Municipality will give successful bidder **14 days'** notice to remedy such default, failing which Tswaing Local Municipality shall cancel this tender without further notice or advise.

Tswaing Local 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 Tswaing Local Municipality.

The successful bidder shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the successful bidder is a serious default or not. The findings of the adjudicator will be handed to Tswaing Local Municipality. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the successful bidder. The successful bidder shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both successful bidder and Tswaing Local Municipality.

Should Tswaing Local Municipality suffer any losses as a result of the default of the successful bidder, 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 Tswaing Local Municipality, as a result of the default of the successful bidder.

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

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#### • PENALTIES-

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Should it be apparent to the municipality that after the successful bidder has been advised in writing by Tswaing Local Municipality that successful bidder is in default in complying with the deadlines of either stage 1 or 2 and that there is failure to rectify such default within the amended time limit set by the municipality, then in such event Tswaing Local Municipality shall be entitled to cancel the contract and appoint a substitute successful bidder. Bidder will then supply Tswaing Local Municipality with all data collected in his possession and the municipality reserves the right to offset any payment due to bidder against the cost of appointing another person to fulfil the requirements of this tender. If the cause of delay is due to the Tswaing Local Municipality not supplying the successful bidder with agreed data, or other delays caused by Tswaing Local Municipality, then there is no entitlement in enforcing this clause.

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#### • RETENTION

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Tswaing Local Municipality shall retain an amount equal to 10% of all payments made. Such retentions shall be paid over to successful bidder within 21 days of the final delivery certificate having been issued by the municipality in terms of the definition hereof.



## 7.2 INSURANCE

Successful bidder shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity Insurance relating to the successful bidder/s to a minimum value of R10, 000,000 and Public Liability Insurance held by Successful bidder for a minimum value of R5 000, 000

## 8. VALUATION SUMMARY

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

The following is an approximate summary of the number of entries appearing in the current valuation roll and supplementary valuation

VALUATION ROLL	
DESCRIPTION OF RATABLE PROPERTY	ESTIMATED NUMBER OF ENTRIES
RESIDENTIAL	11596
BUSINESS	565
INDUSTRIAL	93
PUBLIC SERVICE INFRASTRUCTURE	5
FARMS	2547
STATE OWNED	173
MUNICIPAL	113
PUBLIC BENEFIT ORGANISATION	23
PUBLIC WORSHIP	78
SECTIONAL TITLES	23
RURAL SCHOOLS AND CLINICS	48
<b><u>SUB TOTAL</u></b>	<b><u>15 264</u></b>

Successful bidder 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.

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. The successful bidder shall provide Tswaing Local 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.

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### 8.1 SUPPLEMENTARY VALUATIONS:

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Supplementary valuation rolls will be compiled on an annual basis as per Section 78 of the Act.

The successful bidder will be required to submit a certified supplementary valuation roll.

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

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

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

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

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

The successful bidder shall if required by Tswaing Local Municipality as part of the maintenance of the valuation roll, to annually re-inspect and review the valuations relating specifically to properties subjected to sections 9 & 15 of the Act.

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### 8.2 OBJECTIONS

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The successful bidder must comply with the provisions of sections 51, 52 & 53 of the Act.

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

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### 8.3 APPEALS

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The Successful bidder must attend all hearings of the Valuation Appeal Board hearings.

### DATA COLLECTION AND DATA COLLECTION SYSTEMS

Successful bidder will be fully responsible for obtaining all data necessary for successful bidder to compile the Valuation Roll and Supplementary Valuation Rolls.

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

~~Tswaing Local 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 recognized South African bodies relating to the valuation profession.

If the findings of Tswaing Local Municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, Tswaing Local Municipality will give successful bidder 14 days' written notice setting out their findings and request successful bidder to rectify such default, failing which, Tswaing Local Municipality shall be entitled to cancel this tender without further notice.

Successful bidder will be given the opportunity to explain to Tswaing Local Municipality the differences between the findings of the Tswaing Local Municipality relating to data randomly checked by them and data supplied to them by Successful bidder. All data collected by the successful bidder regardless of the format used is the property of Tswaing Local Municipality.

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

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

Not with standing Section 45(2) (a) of the Act, whereby inspections are optional, the successful bidder will be required to adhere to the following minimum data collection requirements: -

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

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#### RESIDENTIAL ERVEN AND BUILDINGS

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

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#### SECTIONAL TITLE RESIDENTIAL SCHEMES

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Name of scheme Registration  
no of scheme Unit and flat no  
Exclusive use area Erf no  
(cross referred) Floor  
level  
Unit type i.e. simplex, duplex, etc. No of  
stories in the scheme Participation quota  
Owner Sales  
date Sales  
price  
Condition of section  
Condition of scheme  
View

Adverse features

Positive features

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### INCOME PRODUCING PROPERTIES

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

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### SPECIALISED PROPERTIES

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

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### PROPERTIES USED FOR AGRICULTURAL PURPOSES

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

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### AGRICULTURAL SMALL HOLDINGS

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- 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.

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### URBAN VACANT LAND

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

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## 8.4 GENERAL

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Sales are to be comprehensively inspected and analyzed 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 digitized site plan must be submitted.

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

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

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

Public infrastructure will be valued in terms of guidelines published from time to time.

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

Actual use and town planning zonings are to be reflected.

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

Tswaing Local Municipality does not guarantee the accuracy or correctness of any data supplied to Successful bidder and it is the responsibility of Successful bidder to check and correct any such data supplied.

Successful bidder must satisfy themselves regarding 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 Tswaing Local Municipality. Other data must be capable of being adapted to other systems of Tswaing Local Municipality.

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## 8.5 INFORMATION AND SERVICES TO BE PROVIDED BY TSWAING LOCAL

### MUNICIPALITY AND/OR SUCCESSFUL BIDDER

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#### **UPON APPOINTMENT, TSWAING LOCAL MUNICIPALITY WILL PROVIDE SUCCESSFUL BIDDER WITH THE FOLLOWING DATA:**

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

## OPTIONS

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

### 8.6 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	TSWAING LOCAL MUNICIPALITY TO PROVIDE	SUCCESSFUL BIDDER TO PROVIDE/OBTAIN
1.	Aerial photographs/satellite imagery	N/A	If Tswaing Local Municipality does not provide aerals: Tswaing Local Municipality to state clearly whether they require Successful bidder to obtain aerals (at the cost of Successful bidder) or whether Successful bidder can decide, at his discretion, to use aerial photography or not.
2.	Building plans	✓	
3.	Bulk deeds download at commencement Date	N/A	
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 Tswaing Local Municipality whether registered or not	✓	
7.	Copies of all consent use applications received, approved or declined	✓	
8.	Copies of all township applications, rezoning's, consolidations, notarial ties submitted to Tswaing Local Municipality	✓	
9.	Copies of all approvals and/or rejections by Tswaing Local Municipality of the above	✓	
10.	Copies of all policy decisions relating to immovable property within Tswaing Local Municipality	N/A	

11.	Copies of water and electricity deposits relating to properties not previously Connected	✓	
12.	Development Plan	✓	
13.	Geographic information system	N/A	
14.	Monthly clearance certificates	✓	
15.	Monthly Deeds downloads	N/A	
16.	Monuments and Heritage buildings declared from time to time	N/A	
17.	Occupation Certificates where available	N/A	
18.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	N/A	
19.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	N/A	
20.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	N/A	
21.	Town planning scheme	✓	
22.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	N/A	

## 8.7 SUPPLEMENTARY VALUATION ROLL

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

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

	FUNCTION	TSWAING LOCAL MUNICIPALITY TO PROVIDE	SUCCESSFUL BIDDER TO PROVIDE/OBTAIN
1.	Aerial photographs/ satellite imagery	N/A	If Tswaing Local Municipality does not provide aerals: Tswaing Local Municipality to state clearly whether they require Successful bidder to obtain aerals (at the cost of Successful bidder) or whether Successful bidder can decide, at his discretion, to use aerial photography or not.
2.	Building plans and schedule of monthly completed buildings.	✓	
3.	Cadastral 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 Tswaing Local 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 Tswaing Local Municipality	✓	
8.	Monthly copies of all approvals and/or rejections by Tswaing Local Municipality of the above	✓	
9.	Monthly copies of all policy decisions relating to immovable property within Tswaing Local Municipality	N/A	



10.	Monthly copies of water and electricity deposits relating to properties not previously Connected	N/A	
11.	Development Plan and changes thereto	✓	

	FUNCTION	TSWAING LOCAL MUNICIPALITY TO PROVIDE	SUCCESSFUL BIDDER TO PROVIDE/OBTAIN
12.	Geographic information system Monthly maintenance thereof - if applicable	N/A	
13.	Monthly clearance certificates	✓	
14.	Monthly Deeds downloads	N/A	
15.	Monuments and Heritage buildings declared from time to time	N/A	
16.	Occupation Certificates where available	N/A	
17.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – ongoing basis	N/A	
18.	Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – ongoing basis	N/A	
19.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	N/A	
20.	Town planning scheme – updates thereof	✓	
21.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	N/A	
22	Annual inspection and review of section 9 & 15 properties referred to in the Act	N/A	
23	Monthly diagrams from surveyor general	N/A	
24	Notices appearing in government/provincial gazettes relating to properties within the Tswaing Local Municipality	N/A	
25	Annual review of rates policy copy thereof	✓	

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

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

## 8.9 PRINTING AND BINDING OF ROLLS

Successful bidder shall be responsible for providing twelve (12) copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A4 format, back-to-back and shall be appropriately indexed.

The valuation roll shall be sewn 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 successful bidder.

In addition, Successful bidder shall provide Tswaing Local Municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format.

## 9. VALUATION SYSTEM

- Successful bidder shall satisfy Tswaing Local 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: -
- If a mass valuation system is used by the successful bidder, the system must be compatible with; the valuation part of the system of Tswaing Local Municipality if applicable.
- The valuation system must be compatible with the GIS system utilized by Tswaing Local Municipality as well as:
- other management systems that are affected by the valuation process
- The valuation system must be compatible with the billing system of Tswaing Local municipality
- The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.

### 9.1 In the case of property data

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

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

## 9.2 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

## 9.3 Objections

The valuation system must be capable of recording objections and appeals and must reflect  
Name of objector  
Name of owner  
Object 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.

## 9.4 Other

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

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

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

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

The valuation system must also be able to extract vacant properties and other information that the Tswaing Local 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.

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## 10 DATA BACK UP AND DISASTER RECOVERY PLAN

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All data collected by Successful bidder is the property of Tswaing Local Municipality.  
The successful bidder 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 Tswaing Local Municipality is critical and vital.

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

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

Tswaing Local 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.

The successful bidder will comply with the following minimum requirements for data protection and data recovery:

- The successful bidder will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.
- The successful bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- The successful bidder shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third party data.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- The successful bidder will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by Tswaing Local Municipality.
- The successful bidder will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the successful bidder appointed network administrator/s only.
- The successful bidder will ensure strong password protection at the administrator level on the servers referred to in this section.
- The successful bidder 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 Successful bidder's infrastructure or appointed third party service providers' infrastructure.
- The successful bidder 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.
- The successful bidder may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from Tswaing Local Municipality in writing.
- All data output from a relational database system will be provided and made available in an approved format to Tswaing Local Municipality.
- The successful bidder will ensure that all data is backed up on a daily basis and verified.
- The successful bidder will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- The successful bidder will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.

- The successful bidder will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- The successful bidder will ensure that this backup cycle be enforced for the duration of the tender.
- The successful bidder will adhere to and implement the backup software vendors 'best practice' specifications.
- The successful bidder will adhere to and comply with the backup hardware manufacturers specifications.
- The successful bidder will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

Tswaing Local Municipality reserves the right to authorize and appoint a third party consultant, to check and monitor the data protection methods of the successful bidder during the duration of this tender.

The successful bidder shall ensure that the data protection policy implemented by the successful bidder is within the specifications and requirements of Tswaing Local 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 successful bidder/s.

## **DATA TRANSFER**

Bulk data transfer shall be made available to Tswaing Local Municipality in a format specified by Tswaing Local Municipality.

The successful bidder will ensure that a minimum of LTO 2 Tape Backup technology or equivalent is utilized on a daily basis.

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

The successful bidder may utilize optical based media technology for archiving purposes.

The successful bidder may utilize optical based media technology for data presentation.

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

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

Successful bidder will ensure that all data collected be transferred to Tswaing Local Municipality on a minimum of a fortnightly basis.

Successful bidder will ensure that he fully acquaints himself with the amount of data to be stored and what data needs to be protected and satisfies Tswaing Local Municipality or its duly appointed consultant that the Successful bidder has an adequate Computer System to fully comply with the computer needs of the Tender.

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

STAGE	DESCRIPTION	DEADLINE DATE	Guide line periods		
			Type A	Type B medium	Type C small
1	Initial Data collection, deeds down load, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property Master.		6-8 months	3-4 months	2-4 months
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.		12-18 months	8-12 months	4-6 months
3	Compiling of valuations		6 months	4 months	2-3 months
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation		2-3 months	1-2 months	1 month
5*	Submission of draft roll				
6.	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the Tswaing Local Municipality	1-2 months	1 month	2 -4 weeks	
7.1	Objections process as per Act				

Guide line periods

STAGE	DESCRIPTION	DEADLINE DATE	Type A large	Type B medium	Type C small
7.2*	"quasi valuation court procedure" if required				
8	Valuation appeal board hearing				
9*	Attending to all valuation Enquiries				

\* **Note:** Tswaing Local Municipality may at their option require a draft roll to assist in the determination of their tariffs or to internally monitor the standard of the valuation roll. If required, they may require Successful bidder to correct the draft roll prior to submission of the certified roll. These items are optional and may not be required by Tswaing Local Municipality. If Tswaing Local Municipality requires any of the above options, they must indicate under this paragraph.



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## 12. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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Accurate data collection is critical during the duration of the entire contract. The successful bidder will have to ensure that data collected can be monitored by Tswaing Local 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 regarding the submissions of draft and certified valuation rolls will result in delays in the finalization of the annual rates policy, which will ultimately affect the determination of the rates structure of Tswaing Local 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 Tswaing Local 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.

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### MINIMUM REQUIREMENTS PER STAGE:

#### STAGE 1: DOCUMENTATION

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Obtain the following:

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

Download all data onto the successful bidder 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 Tswaing Local Municipality.

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#### STAGE 2: DATA COLLECTION:

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Includes: -

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

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

### STAGE 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

### STAGE 4: MONITORING OF VALUATIONS:

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

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

The initial roll after internal monitoring must be amended and/or corrected if necessary. This includes cross boundary monitoring within the Municipal area if applicable.

### STAGE 5: SUBMISSION OF DRAFT ROLL:

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

### STAGE 6: CORRECTIONS TO DRAFT ROLL:

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

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

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

### STAGE 7: OBJECTION PROCESS:

Successful bidder will be obliged to attend to the following:

Receive objections in terms of section 50(5)

Comply with section 51 and where section 52(1) is applicable comply with section 52(a) Comply with section 53(1) and 53 (3)

Attend "Quasi valuation objection hearings" if so requested by Tswaing Local Municipality

### STAGE 8: VALUATION APPEALS BOARD HEARINGS:

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

### STAGE 9: SUBMISSION OF ALL DATA TO TSWAING LOCAL MUNICIPALITY:

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

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### 13. PUBLIC PARTICIPATION AND AWARENESS:

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The successful bidder may be required to attend meetings regarding the rates policy as well as being involved in public awareness relating to the valuation process. The successful bidder may be required by the Tswaing Local 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 Tswaing Local Municipality elect to require the successful bidder to participate in public awareness and/or public participation, they shall issue a schedule of their requirements which they will attach to this tender.

#### 14. METHODS OF PAYMENT

Tswaing Local Municipality will pay Successful bidder on a progress basis measured against performance of each stage.

STAGE NO.	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	10%	☐	
2	Data collection	5%		☐
3	Valuation compilation	20%		☐
4	Internal monitoring	-		
5	Submission Draft Roll	30%	☐	
6	Submission of certified roll	5%	☐	
7	Objection process and/or quasi court attendance	10%	☐	
8	Valuation appeal board hearing	10%	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.	
9	Submission of data to Tswaing Local Municipality and issue by Tswaing Local Municipality of final delivery Certificate	10%	☐	
		<b>100%</b>		

## 15. SCHEDULE OF FEES

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

## 16. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

This section will only apply if required by Tswaing Local Municipality. If the Successful bidder is required to provide a GIS, the following will be the minimum requirements and specifications of such a system.

## 17. GENERAL DESCRIPTION OF SERVICE

The successful bidder will employ a GIS in a supportive role to:

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

### 17.1 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 Tswaing Local 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 Successful bidder will be provided to Tswaing Local Municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll;
- Tswaing Local Municipality must state the maximum age of aerial photography and/or satellite imagery to be used. As a guideline where no spatial database representing footprints of buildings is available, older aerial photographs, which are more economical to obtain, can be utilized. 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 Successful bidder to ensure that the data reflected on the valuation roll is an accurate and true reflection as at date of valuation of what is found on the properties comprising the roll. Successful bidder must therefore use ground control measures to verify and confirm the results obtained from aerial photography.
- The GIS shall be fully compatible with the Successful bidder valuation system. As well as being compatible with the municipal system.

## 18. SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

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

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

## 19. THE CRITERIA OF FUNCTIONALITY EVALUATION

a. Bids will be evaluated according to the bid evaluation criteria stipulated in this section of the terms of reference.

During this stage, bidder's responses will be evaluated for functionality based on achieving a minimum score of 61 out of 100 points.

b. Bidders must, as part of their bid documents, submit supportive documentation for all functionality requirements as required. The panel of people shall be responsible for scoring the responsive bids from compliance to tender

conditions, based on their submissions and the information provided

- c. Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid
- d. Evaluation Committee will evaluate all responsive bids and will verify all documents submitted by the bidders.
- e. The panel members will individually score the responses received against the following criteria as set out below”

WITH REGARD TO FUNCTIONALITY THE FOLLOWING CRITERIA WILL BE APPLICABLE AND THE MAXIMUM WEIGHTS OF EACH CRITERION ARE INDICATED IN BRACKETS:

### Scoring Quality

The following four criteria will be used to determine **responsiveness** in terms of functionality (experience, competence, capacity and locality).

**Each criterion has a minimum requirement to which tenders shall adhere. Tenders will be declared as non-responsive, if the minimum score for each criterion is not met.** The minimum requirements and weighting of each criterion will be as shown in the following table:

No	Criterion	Minimum score required per criterion	Weighting per criterion (maximum score)
1	Related Experience	20	30
2.1	Key Staff Competence: Qualifications	10	15
2.2	Key Staff Competence: Experience	10	15
3	Annual turnover	10	20
4	Locality	10	20
	<b>Total</b>	<b>60</b>	<b>100</b>

The minimum total score required for all four criteria, is 60 points. Tenderers scoring less than 60 points will be regarded as non-responsive.

#### 1. Related Experience (Projects of Similar Nature Completed by company) 20 points

Compilation of municipal valuation roll related contracts for which **appointment and reference letter on clients' letter head (signed by employer)** have been submitted, will be evaluated. Points will be awarded as follows for a project completed successfully, points will be allocated for only one project submitted:

Number of contracts less than 1 : 0 points

Number of contracts more than 1 but less than 3 : 20 points

Number of contracts more than 4 : 30 points

A minimum total score of **20 points** is being required to be regarded as **responsive**. The maximum score for this criterion is 30 points.

## 2. Key Staff Competence

Curriculum vitae (CV's) of all personnel assigned to the project with sufficient experience and **Qualifications (of which need be Certified for Authenticity)**, is being required for this project.

### a. Key Staff Competence - Qualification: 10 points

Post Level	Key Staff Competence – Qualification	Points Allocation
Municipal Valuer	BSc/Msc – Real estates( Property valuation/ Property studies	7.5
	NDip – Real estates( Property valuation/ Property studies	5
IT Specialist	BSc/BTech - Computer Science	7.5
	Dip - Computer Science	5

Municipal Valuer and IT Specialist are compulsory to be regarded responsive.

A minimum total score of **10 points** is being required to be regarded as **responsive**. The maximum score for this criterion is 15 points.

### 2.2 Key Staff Competence – Experience: 10 points

Key Staff Competence	Experience	Experience	Experience
Municipal Valuer	6 years or more (7.5 points)	3 –5 years (5 points)	Less than 3 years (0 points)
IT Specialist	6 years or more (7.5 points)	3 –5 years (5 points)	Less than 3 years (0 points)



A minimum total score of 10 **points** is being required to be regarded as **responsive**. The maximum score for this criterion is 15 points.

### 3. Annual turnover

The minimum turnover required by Tswaing Local Municipality is R 5 000 000,00. Points will be allocated as follows, based on audited financial statement obtained not later than 202/23 financial year.

Points will be allocated as follows:

Turnover greater than R10 000 000	:	20
Turnover greater than R 5 000 000 less than R10 000 000	:	10 (minimum requirement)
Turnover less than R5 000 000	:	0

### 4. Locality (Points will be awarded for only one office)

Companies/Consortiums will be awarded points as follows:

Main Office address outside North West province	:	10 points
Main Office address within North West province	:	12 points
Main Office address within Ngaka Modiri Molema District Municipality	:	15 points
Main Office address within Tswaing Local Municipality`	:	20 points

Addresses for Main Office to be evaluated for locality will be the addresses which reflect on CIPC certificate.

A minimum total score of 10 **points** is being required to be regarded as **responsive**. The maximum score for this criterion is 20 points.

## TENDERER'S KEY PERSONNEL

THE BIDDER MUST INSERT IN THE SPACE BELOW; DETAILS OF STAFF HE/SHE INTENDS EMPLOYING ON THE CONTRACT.

Specify the name, qualifications and experience of the **Municipal Valuer**

Name \_\_\_\_\_

Qualifications \_\_\_\_\_

Experience \_\_\_\_\_

Professional

Registration \_\_\_\_\_

Specify the name, qualifications and experience of the **IT Specialist**

Name \_\_\_\_\_

Qualifications \_\_\_\_\_

Experience \_\_\_\_\_

Professional

Registration \_\_\_\_\_

**Curriculum vitae of all the above mentioned personnel to be attached for evaluation purposes.**

BID NUMBER:		CLOSING DATE:	2024/02/09	CLOSING TIME:	12h00
DESCRIPTION					

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes    <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes    <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b> 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b> 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b> 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE

WEBSITE WWW.SARS.GOV.ZA.

- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**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: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document

2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za) or contact the SARS Contact Centre on 0800007277

3. The bidder (Name) ..... Hereby grants Tswaing Local Municipality

Permission to use the following TAX COMPLIANCE STATUS PIN NO .....

With reference to the following Tax Reference Number.....

4. The bidder (Name) ..... Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Tswaing Local Municipality on an on-going basis during the Contract Term.

5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide Tswaing Local Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.

6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principal must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.

7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consist of a partnership and

8. A bidder who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER ..... DATE: .....

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

WITNESS 1 ..... DATE: .....

WITNESS 2 ..... DATE: .....

## DECLARATION OF INTEREST

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

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

3.1 Full Name: \_\_\_\_\_

3.2 Identity Number: \_\_\_\_\_

3.3 Company Registration Number: \_\_\_\_\_

3.4 Tax Reference Number: \_\_\_\_\_

3.5 VAT Registration Number: \_\_\_\_\_

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

3.6.1 If so, furnish particulars.

---



---

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

3.7.1 If so, furnish particulars.

---

\* In terms of the provisions of regulation 1 of the Municipal Supply Chain Management Regulations:

**“in the service of the state”** means to be –

- (a) a member of-
  - (i) any municipal Municipality;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Municipality 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.



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3.8 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**

3.8.1 If so, furnish particulars.

---

---

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

---

---

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

3.10.1 If so, furnish particulars.

---

---

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

3.11.1 If so, 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.

---

---

**YES / NO**

---

**YES / NO**

---

4.

[illegible]


.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name: \_\_\_\_\_
  - 3.2 Identity Number: \_\_\_\_\_
  - 3.3 Company Registration Number: \_\_\_\_\_
  - 3.4 Tax Reference Number: \_\_\_\_\_
  - 3.5 VAT Registration Number: \_\_\_\_\_
  - 3.6 Are you presently in the service of the state\*? YES/NO
  - 3.6.1 If so, furnish particulars.

---

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

---

\* In terms of the provisions of regulation 1 of the Municipal Supply Chain Management Regulations:

**“in the service of the state”** means to be –

- (g) a member of-
  - (i) any municipal Municipality;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Municipality of provinces;
- (h) a member of the board of directors of any municipal entity;
- (i) an official of any municipality or municipal entity;
- (j) 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);
- (k) a member of the accounting authority of any national or provincial public entity; or
- (l) an employee of Parliament or a provincial legislature.

3.7.2 If so, furnish particulars.

---

---

3.8 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**

3.8.1 If so, furnish particulars.

---

---

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

---

---

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

3.10.1 If so, furnish particulars.

---

---

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

3.11.1 If so, furnish particulars.

---

---

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

3.12.1 If yes, furnish particulars.

---

---

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

3.13.1 If yes, furnish particulars.

---

---

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

3.14.1 If yes, furnish particulars:

---

---

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

Full Name	Identity Number	State Employee Number


.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

## Declaration for Procurement above R10 million(All applicable taxes included)

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? (Please mark with X)

YES	NO
-----	----

1.1 If YES, submit audited annual financial statements:

(i) for the past three years, or

(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements.

2. Do you have any outstanding undisputed commitments for municipal services towards the COM or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES	NO
-----	----

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

.....

.....



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

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES	NO
-----	----

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract.

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the COM is expected to be transferred out of the Republic? (Please mark with X)

YES	NO
-----	----

4.1 If YES, furnish particulars below

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

tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print name: \_\_\_\_\_

On behalf of the tenderer (duly authorised

## Preferential Procurement Regulation 2022

### 52. Specific goals

- (a) Company which at least 51% is owned by Black People
- (b) Company which is at least 51% is owned by women
- (c) Company which at least 51% is owned by people with disabilities
- (d) Company which 51% is owned by people living in rural underdeveloped areas
- (e) Locality

Points to be allocated for specific goals and to promote economic development”

1. The following conditions will stipulate the specific goals as contemplated in section 2(1) (d) (ii) of the Preferential Procurement Policy Framework Act, be attained.
2. A maximum of 20 points (80/20) preference points system or 10 (90/10) preference points system will be allocated for specific goals. These goals are as follow”
  - a) Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - b) the promotion of enterprise located in the local area (phased in approach to be applied for other RDP
3. On paragraph 2 (b) above 50% of the (20/10) points will be allocated to promote this goal.  
Points will be allocated as follows:

Local area of Supplier	Number of Points for Preference (50%)		Means of Verification
	80/20	90/10	
Within the area of Tswaing Local Municipality.	10	5	Company registration- physical address
Within the area of Ngaka Modiri Molema District Municipality.	6	3	Company registration- physical address
Within the area of North West Province.	4	2	Company registration- physical address
Within the Republic of South Africa.	2	1	Company registration- physical address

4. Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender
5. A tender failing to submit proof of required evidence to claim preference for other specified goals, which is in line section 2 (1) (d) (i) of the Act.
  - a) may only score in terms of the 80/90-point formula for price and;
  - b) Scores 0 points out of 10/5 of the relevant specific goals where the supplier or service

provider did not stipulate the area where the business is operating and/ or locating.

6. The preference points scored by a tender must be added to the points scored for price
7. The points scored must be rounded off to the nearest two decimal places
8. The contract must be awarded to the tender scoring the highest points

Specific Goals	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)	Means of Verification
Company which at least 51% is owned by Black People	10	5	CSD Report
Company which is at least 51% is owned by women	10	5	CSD Report
Company which at least 51% is owned by people with disabilities	10	5	Medical report indicating disability /CSD Report
Company which 51% is owned by people living in rural underdeveloped areas	10	5	CSD Report

#### Identification of preference point system

53. 1. Tswaing Local Municipality must, in the tender documents, stipulate—
  - a) The applicable preference point system as envisaged in regulations 4, 5, 6 or 7;
  - b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.
2. If it is unclear whether the 80/20 or 90/10 preference point system applies, Tswaing Local Municipality must, in the tender documents, stipulate in the case of—
  - a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the

applicable preference point system.

80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

1. The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

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

$P_t$  = Price of tender under consideration; and

$P_{\min}$  = Price of lowest acceptable tender.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

1. The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

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

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

$P_t$  = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

80/20 preference points system for tenders for income-generating contracts with Rand value equal to or below R50 million

1. The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million,

$$P_s = 80 \left[ 1 - \frac{P_t - P_{\max}}{P_{\max}} \right]$$

Where-

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

$P_t$  = Price of tender under consideration; and

$P_{\max}$  = Price of highest acceptable tender.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for tenders for income-generating contracts with Rand value above R50 million

1. The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where:

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

$P_t$  = Price of tender under consideration; and

$P_{\max}$  = Price of highest acceptable tender.

2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1) (f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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#### Subcontracting as a condition of tender for procurement above R30 million (regulation 9)

1. The regulation states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups.
2. The term “feasible” is used in recognition of the fact that it may not always be possible to subcontract in all tenders due to the nature of some tenders. (For instance it may not be possible to sub-contract one piece of machinery that is above R 30 million).
3. Tswaing Local Municipality will identify procurement opportunities for designated groups where compulsory sub-contracting must be applied to all contracts/ projects above R30 million.
4. The responsibility to determine whether it is feasible or not rests with Tswaing Local Municipality. Tswaing Local Municipality must ensure participation of EMEs and QSEs in contracts or projects and not just dismiss this provision on the basis that it is not feasible without providing facts and objective analysis to substantiate their decision.
5. Notwithstanding the minimum 30% compulsory sub-contracting provision, Tswaing Local Municipality may identify procurement opportunities for participation of designated groups in contracts or projects below R30 million.
6. Tenders must be advertised with a condition that tenderers who fail to comply with this requirement would be disqualified.

7. The Central Supplier Database (CSD) has been upgraded to allow bidders/ contractors/ suppliers access to CSD for identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups.

8. In the case of construction and built environment sectors, nothing prevents bidders/ contractors/ suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with the minimum 30% compulsory sub-contracting provisions.

9. Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.

10. The responsibility for inclusion of compulsory subcontracting clause in the tender rests with Tswaing Local Municipality.

11. The responsibility to sub-contract with competent and capable subcontractors rests with the main contractor/ supplier in conjunction with Tswaing Local Municipality.

12. The contract will be concluded between the main contractor and Tswaing Local Municipality, therefore, the main contractor and not the subcontractor would be held liable for performance in terms of its contractual obligations.

13. Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.

14. Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.

#### Criteria for breaking deadlock in scoring

55. 1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

2. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots. Which must be conducted by the Bid Evaluation Committee.

#### Remedies

56. 1. If Tswaing Local Municipality is of the view that a tenderer submitted false information regarding a specific goal, it must—

- a) Inform the tenderer accordingly; and
- b) Give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.



2. After considering the representations referred to in sub regulation (1)(b), Tswaing Local Municipality may, if it concludes that such information is false—

a) disqualify the tenderer or terminate the contract in whole or in part; and if applicable, claim damages from the tenderer.

WITNESSES

1. ....

2. ....

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

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFIES 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 PROVES TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 5 This Municipal Bidding Document must form part of all bids invited.
- 6 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.
- 7 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).
- 8 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 as a company or person prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFIES 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 PROVES TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**MBD 9**

**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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.

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

.....

Signature	Date
-----------	------

.....

Position	Name of Bidder
----------	----------------

<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.

### 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....	.....
Position	Name of Bidder

<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.

**A. CERTIFICATE OF AUTHORITY FOR SIGNATORY**

**1. CERTIFICATE FOR CLOSE CORPORATION**

**RESOLUTION**TAKEN BY THE BOARD OF DIRECTORS/ MEMBERS/ PARTNERS

**RESOLUTION** of a meeting of the Board of Directors/Members/ Partners of

\_\_\_\_\_  
(Name of tenderer)

Held at \_\_\_\_\_ (place) on \_\_\_\_\_

**RESOLVED THAT:**

1. The enterprise submits a tender to Tswaing Local Municipality in respect of the following project:

**Bid No:** .....

2. Mr/Ms/Mrs .....

In his capacity as ..... and who will sign as follows:

\_\_\_\_\_

**(Specimen signature)**

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

Note: The resolution must be signed by all the directors or members/ partners of the tendering enterprise.

Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below?

No	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

## **B CERTIFICATE FOR SOLE PROPRIETOR**

I .....hereby confirm that I am a sole owner  
of the business trading as .....

Signature of sole Owner: ..... Date: .....

As witnesses:



1. .... 2. ....

**C. CERTIFICATE OF AUTHORITY FOR JOINT VENTURE**

**RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE**

**Resolution** of a meeting of the board of Directors/ Members/ Partners of

---

**Name of Tenderer**

Held at \_\_\_\_\_ on \_\_\_\_\_

**RESOLVED THAT:**

1. The enterprise submits a tender to Tswaing in respect of the following project:

**Bid No:** .....

As consortium/ Joint Venture comprising (list all the legally correct full names and Registration numbers if applicable, of the enterprises forming the consortium / Joint venture:

.....  
.....

2. Mr/ Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

And who will sign as follows: \_\_\_\_\_

Specimen signature

Be, and is hereby, authorized to sign the tender and any and all documents and/or correspondence in connection with and relating to tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the consortium/ joint venture enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with contract to be entered into with Tswaing Local Municipality in respect of the project described above under item 1.
4. The consortium/ Joint venture enterprise chooses as its Domicilium et citandi for all purposes arising from this joint venture agreement and contract with Tswaing Local Municipality in respect of the project under item

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

Note: The resolution must be signed by all directors or members/ partners of the tendering enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format?

No	Name	Capacity	Signature
1	Lead partner		
2			
3			
4			
5			
6			
7			
8			
9			

#### D. CERTIFICATE OF AUTHORITY FOR THE COMPANY

Bid No .....

I, ..... , chairperson of the board of directors of ..... hereby confirm that by the resolution of the board of Directors taken on ..... Mr/ Ms ..... acting in the capacity of ..... was authorized to sign the tender and any and all other documents and /or correspondence in connection with and relating to the tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the enterprise mentioned above .

_____	_____	_____
Name of Authorised person	Signature	Date

_____	_____	_____
Name Chairperson of board of directors	Signature	



### SCHEDULE OF RELEVANT WORK CARRIED OUT BY TENDERER

**List of recent previous work of a similar nature undertaken by the firm**

[illegible]


**NB: BIDDERS TO SUBMIT APPOINTMENT LETTERS AND COMPLETION CERTIFICATES, INDICATING THE PROJECTS VALUES ISSUED BY EMPLOYERS FOR ALL COMPLETED PROJECTS LISTED ABOVE.**

**Name of Authorised Person** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

#### **RELEVANT EXPERTISE OF KEY PERSONNEL**

Qualifications and experience of key staff to be utilized in this execution of this tender.

<b>Name</b>	<b>Responsibility in Team</b>	<b>Qualifications</b>	<b>Relevant expertise / competencies</b>	<b>Work undertaken in similar / related fields</b>


Name of person Authorised to sign.....Signature of Authorised person..... Date: .....

**The above information must be provided by the tenderer at the time of tendering.**

**If further space is required, the details can be provided on a separate sheet**

DETAILS EQUIPMENT AND INFRASTRUCTURE

PLEASE NOTE: TENDERERS MUST COMPLETE THIS SCHEDULE

EQUIPMENT	QTY	SERIAL NO.	COMMENT
Computers			
Transportation			
Tools of trade			




#### DETAILS OF ESTABLISHED OFFICE/WORKSHOP AND FACILITIES AVAILABLE

#### SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

#### *Infrastructure and resources available*

Physical facilities

Description	YES	NO	Area (m <sup>2</sup> )
Office/Workshop available in Tswaing Local Municipality with furniture			

Other			If Yes provide No
Fax No			
Telephone line			

**Physical address and contact number at Office facility:**

Street name and no. ....

Suburb: .....

Town: .....

Province: .....

Name of Municipality: .....

Name of District: .....

Contact person: .....

Contact number: .....

**Please Attach certified proof of where the facility is located from the municipality you reside or the landlord**

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: .....

Date: .....

Name: .....

Position: .....

SIGNED ON BEHALF OF TENDERER

## Occupational Health and Safety

### AGREEMENT IN TERMS OF SECTION 37(2) ENTERED INTO BETWEEN

#### TSWAING LOCAL MUNICIPALITY

(Being the Purchaser and hereinafter referred to as the "Employer")

And

.....  
.....  
(Being the supplier and hereinafter referred to as the "Mandatory")

In respect of

**TENDER NO:COM/SCM/T/5/2018/19: APPOINTMENT OF MUNICIPAL VALUER FOR A PERIOD OF SIXTY (60) MONTHS**

(Hereinafter referred to as the "work")

#### WHEREAS:

- Section 37(1) of the *Occupational Health and Safety Act No 85 of 1993*, as amended (the Act) provides that an employer shall be liable to be convicted and sentenced in respect of an act or omission by its mandatory or employee;
- the supplier, appointed by the Employer to do work (as contemplated in the Act) is also liable in terms of Section 37(3) (and in his own right as employer) to comply with the provisions of the Act applicable to his employees and mandatory's;
- Section 37(2) of the Act, limits the Employer's liability in terms of Section 37(1) if the Employer and Mandatory have agreed in writing to the arrangements and procedures between them to ensure compliance by the Mandatory;

**ACCORDINGLY**, the Employer and Mandatory, hereby agree as follows:

1. The Mandatory hereby accepts responsibility for compliance with the Act in respect of the work, in terms of Section 37(2) of the Act.

2. The Mandatary hereby indemnifies the Employer against patrimonial loss/damages which the Employer may suffer as a direct result of any claims and/or steps that may be instituted against the Employer due to non-compliance by, the Mandatary (or employees and mandataries of the Mandatary) with the provisions of the Act.

3. Without limitation to the aforesaid indemnity the Employer and Mandatary agree to the following arrangements and procedures to ensure compliance by the Mandatary with the provisions of the Act:

3.1 The Mandatary warrants that he has read and fully understands the requirements of the above Act and the applicable regulations and has allowed for all costs to be incurred to ensure such compliance.

3.2 The Mandatary has prepared and attached hereto a **Health and Safety Plan marked "A"** which has been agreed between the parties to be appropriate for the work.

4. The Mandatary is required to ensure that all sub-contractors and other persons engaged in the execution of the work, also comply with the requirements of the Act.

5. The mandatory undertakes to inform the Employer immediately should the Mandatary at any time during the execution of the work find that:

5.1. He cannot comply with the provisions of the Act and/or

5.2 the afore-mentioned indemnity; and/or

5.3 he is unable to perform in accordance with this agreement or the Health and Safety Plan; and/or

5.4 his compliance with the Act and this agreement be detrimentally affected in any manner;

the Mandatary shall liaise with the Employer, who shall be entitled in its sole discretion to agree to release the Mandatary from the provisions of this agreement and/or the indemnity granted by the Mandatary herein and/or to agree to amendment of the provisions of this agreement, subject to such conditions which the Employer may elect to impose.

6. The Mandatary hereby appoints Mr/Ms..... as its representative and the responsible person for the duration of the Contract.

7. Mandatary's Registration number with Compensation Commissioner: ..... A certified copy of a valid **Letter of Good Standing** issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer from either the tenderers broker, or the insurance company itself shall be attached.

THUS DONE AND SIGNED at.....on this.....day of ..... 20....

---

**PRINCIPAL**

(For and on behalf of Tswaing Local  
Municipality)

THUS DONE AND SIGNED at.....on this.....day of ..... 20....

---

**MANDATARY (Supplier)**

**DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY  
DIRECTORS, TRUSTEES,**

(In the event of a joint venture/ consortium, to be completed by all of the above of the joint  
venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience


**NAME OF BIDDING ENTITY**

.....

**JOINT VENTURE/ CONSORTIUM INFORMATION**

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for the **COM/SCM/T/5/2018/19: APPOINTMENT OF MUNICIPAL VALUER FOR A PERIOD OF SIXTY (60) MONTHS.**

The share of the partners in the Joint Venture/ Consortium shall be: Full Name and address of Lead enterprise

..... %

.....



Full Name and address of 2nd enterprise

.....%

.....

Full Name and address of 3rd enterprise

.....%

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COM, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name .....

Designation .....

Signed at..... on .....

Authorised Signature of 2nd Partner.....

Name .....

Designation .....

Signed at..... on .....

Authorised Signature of 3rd Partner.....

Name .....

Designation .....

Signed at..... on .....

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

NAME OF BIDDING ENTITY .....

### EQUITY OWNERSHIP – (COMPULSORY)

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.

In the case of a Joint Venture, Consortium or Partnership complete an "Equity ownership" for each member.

[illegible]

[illegible]

# **NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT**

## **GOVERNMENT PROCUREMENT**

### **General Conditions of Contract**

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties

- 23. Termination for default
- 24. Anti-dumping and countervailing duties and rights
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of Disputes
- 28. Limitation of Liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. Transfer of contracts
- 34. Amendments of contracts

## **1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the tendering documents for the receipt of tenders.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced

when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of Origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the tender will be manufactured.

1.17 "Local content" means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in tendering documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services,

such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. APPLICATION**

2.1 These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering documents.

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

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

## **3. GENERAL**

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

3.2 Invitations to tender are usually published in locally distributed news media and on the Municipality /municipal entity website.

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

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

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



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

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

## **6. PATENT RIGHTS**

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

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

## **7. PERFORMANCE SECURITY**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful tenderer shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

## **8. INSPECTION, TESTS AND ANALYSES**

8.1 All pre-tendering testing will be for the account of the tenderer.

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

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

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

## **14. SPARE PARTS**

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

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

## **15. WARRANTY**

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

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

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

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

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

## **16. PAYMENT**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. PRICES**

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

## **18. VARIATION ORDERS**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the

original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTORS**

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

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

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

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

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

## **24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

## **25. FORCE MAJEURE**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof.

Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

## **28. LIMITATION OF LIABILITY**

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

28.2 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

31.1 Every written acceptance of a tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. TAXES AND DUTIES**

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

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

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

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

## **33. TRANSFER OF CONTRACTS**

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

## **34. AMENDMENT OF CONTRACTS**

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



**SCHEDULE 1 (A)****AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER**

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

**FULL NAMES****I.D. NUMBER****PROFESSIONAL QUALIFICATIONS**


**PROFESSIONAL REGISTRATION NO****(Attach certified copy of certificate)**

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

.....

.....

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

.....

..... WORK

EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

#### VALUATION BOARD HEARING EXPERIENCE

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

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

#### VALUATION APPEAL BOARD 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	What was the % reduction awarded by the board

					board	compared to the valuations compiled by you?

I, The undersigned \_\_\_\_\_ do hereby  
make oath and say that :

The questionnaire has been completed by me in full.

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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 .....20\_\_\_\_



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

**SCHEDULE 1 (B)****AFFIDAVIT, NOMINATION AND DECLARATION OF  
SUBSTITUTE MUNICIPAL VALUER**

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

**FULL NAMES****I.D. NUMBER****PROFESSIONAL QUALIFICATIONS**


**PROFESSIONAL REGISTRATION NO****(Attach certified copy of certificate)**

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

.....

.....

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

.....

..... WORK

EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD 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?

I, The undersigned \_\_\_\_\_ do hereby

make oath and say that :

The questionnaire has been completed by me in full.

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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

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

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

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

\_\_\_\_\_  
SIGNATURE: NOMINATED PERSON AS

SUBSTITUTE MUNICIPAL VALUER

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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

at \_\_\_\_\_ on the .....day of .....20\_\_



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

**SCHEDULE 2(A)****AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

In the case of nomination for assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide for succession in the event of one of the nominated assistant municipal valuers not being able to perform his duties as a result of accident, death,

ill health or insolvency provided that they accept the appointment jointly and severally.

**FULL NAMES****I.D. NUMBER****PROFESSIONAL QUALIFICATIONS**


**PROFESSIONAL REGISTRATION NO****(Attach certified copy of certificate)**

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

.....

.....

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

.....

..... WORK

EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD 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?

I, The undersigned \_\_\_\_\_ do hereby  
make oath and say that :

The questionnaire has been completed by me in full.

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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 .....200\_\_\_\_



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

**SCHEDULE 2(B)****AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

In the case of nomination for assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide for succession in the event of one of the nominated assistant municipal valuers not being able to perform his duties as a result of accident, death,

ill health or insolvency provided that they accept the appointment jointly and severally.

**FULL NAMES****I.D. NUMBER****PROFESSIONAL QUALIFICATIONS**


**PROFESSIONAL REGISTRATION NO****(Attach certified copy of certificate)**

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

.....

.....

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

.....

..... WORK

EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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



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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

#### VALUATION BOARD HEARING EXPERIENCE

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

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

#### VALUATION APPEAL BOARD 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?

I, The undersigned \_\_\_\_\_ do hereby  
make oath and say that :

The questionnaire has been completed by me in full.

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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 .....20\_\_\_\_



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

**SCHEDULE 2(C)****AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

In the case of nomination for assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide for succession in the event of one of the nominated assistant municipal valuers not being able to perform his duties as a result of accident, death,

ill health or insolvency provided that they accept the appointment jointly and severally.

**FULL NAMES****I.D. NUMBER****PROFESSIONAL QUALIFICATIONS**


**PROFESSIONAL REGISTRATION NO****(Attach certified copy of certificate)**

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

.....

.....

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

.....

..... WORK

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

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DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD HEARINGS

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I, The undersigned \_\_\_\_\_ do hereby  
make oath and say that :

The questionnaire has been completed by me in full.

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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 .....20\_\_\_\_



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

**SCHEDULE 2(D)****AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

In the case of nomination for assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide for succession in the event of one of the nominated assistant municipal valuers not being able to perform his duties as a result of accident, death,

ill health or insolvency provided that they accept the appointment jointly and severally.

**FULL NAMES****I.D. NUMBER****PROFESSIONAL QUALIFICATIONS**


**PROFESSIONAL REGISTRATION NO****(Attach certified copy of certificate)**

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

.....

.....

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

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..... WORK

EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD 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?

I, The undersigned \_\_\_\_\_ do hereby

make oath and say that :

The questionnaire has been completed by me in full.

**JUSTICE OF PEACE/COMMISSIONER OF OATHS**

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

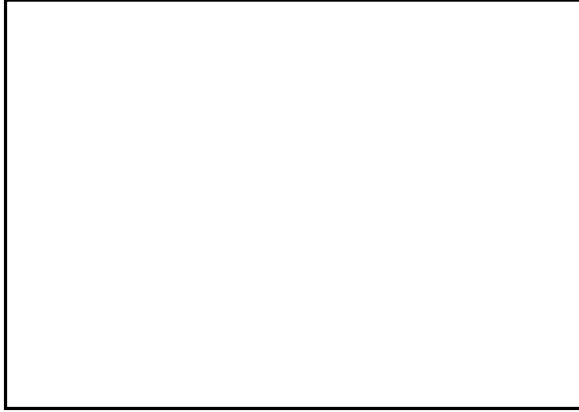
MUNICIPAL VALUER NO. 4

**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 .....20\_\_\_\_

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



**SCHEDULE 3****DETERMINATION OF FEES**

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

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

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT (INCLUDING VAT)	COMMENT
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**SECTION A: 1. VALUATION ROLL**

1	DESCRIPTION OF RATABLE PROPERTY	ESTIMATED NUMBER OF ENTRIES	FEE PER ENTRY (VAT INCLUDED)	TOTAL AMOUNT TENDERED (VAT INCLUDED)
1.1.	RESIDENTIAL	11596		
	BUSINESS	565		
	INDUSTRIAL	93		
	PUBLIC SERVICE INFRASTRUCTURE	5		
	FARMS	2547		
	STATE OWNED	173		
	MUNICIPAL	113		
	PUBLIC BENEFIT ORGANIZATION	23		
	PUBLIC WORSHIP	78		
	SECTIONAL TITLES	23		
	RURAL SCHOOLS AND CLINICS	48		
<b><u>SUB TOTAL</u></b>		<b><u>15 264</u></b>		

**SECTION B: 2. SUPPLEMENTARY VALUATIONS**

	DESCRIPTION	HOW TO TENDER	FEE PER ENTRY (VAT INCLUDED)	COMMENT
2.1.	New Townships	<b>FEE PER ENTRY</b>		
2.2.	Consolidations and subdivisions	<b>FEE PER ENTRY</b>		
2.3.	Certificates of	<b>FEE PER ENTRY</b>		



	occupancy			
2.4.	Consent Uses	FEE PER ENTRY		
2.5.	Rezoning	FEE PER ENTRY		
3.1	Section 51 compliance(MPRA)		Nil	Part of compilation fee
3.2	Section 53 (3) (MPRA)	Per reason (VAT included)		
4.1	Valuation Appeal Board Hearings  Preparation and consultations with professionals appointed by the Municipality for specific appeals	Per Hour  (VAT INCLUDED)		
4.2	Attendance: Hearings:  Valuation Appeal Board	Per day  (VAT INCLUDED)		
5.	Data collection	Fixed fee  (VAT INCLUDED)		
6.	Public awareness	Fixed fee  (VAT INCLUDED)		
7.	Valuations other than  for rating purposes	State the basis of fees  (VAT INCLUDED)		
8.	Consultations	Hourly rate  (VAT INCLUDED)		
9.	Valuation enquiries	Fixed fee  (VAT INCLUDED)		
10.	Traveling expenses for  Valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality	State the tariff to be applied  (VAT INCLUDED)		
11.	Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality	Slate the tariff to be applied  (VAT INCLUDED)		
12.	Additional Copies of valuation roll	Per Additional Copy  (VAT INCLUDED)		
13.	GIS (Update)	Once off  (VAT INCLUDED)		

14.	Deeds per month	Per Entry with 6% escalation p.a.		
<b><u>SUB TOTAL</u></b>				
Section B (2.1-14)				
<b><u>GRAND TOTAL</u></b>				
(SECTION A & B)				

**N.B. Please take note that for the purpose of price evaluation the Grand Total (i.e. sections A&B sub totals) will be taken in to account**

**OPTION TO EXTEND THIS CONTRACT**

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

For the financial years 1 July 2025\_\_\_\_\_ to 30 June 2030\_\_\_\_\_ Supplementary

valuations for the following periods:

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

In the event of Municipality wishing to either extend or not exercise this option they shall advise Tenderer in writing of their decision by not later than the .....day of ..... 20\_\_

**Schedule of fees applicable during the option period**

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1	<b>Valuation Roll</b>	Fixed tender amount		Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rates of items 1.1 to 1.9 hereunder. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.9 hereof.
		Lump Sum	R	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 1.9
		<b>Rate per entry incl vat</b>		
1.1	Agricultural small holdings			

1.2	Agricultural holdings used for purposes other than agriculture  e.g. industrial, transport, offices  etc.	
1.3	Farms used for farming purposes	
1.4	Farms used for purposes other than farming	
1.5	Non-residential i.e business, industrial etc	
1.6	Residential	
1.7	RDP Housing	
1.8	Sectional title units	
1.9	Township owner interest accounts including unregistered erven comprising the townships	

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
2.1	<b>Supplementary valuations</b> Monthly option		Monthly incl vat	Municipality to define in terms of paragraph 14 the functions and data it will provide during the supplementary phase of the tender.
	Year 1		R	
	Year 2		R	
	Year 3		R	
	Year 4		R	
2.2	Entry option	Rate per entry incl vat		
3	<b>Objections:</b>			
3.1	quasi court attendance and preparation if required by Municipality	Per day incl vat		
3.2	Section 51 compliance		nil	Part of compilation fee
3.3	Section 53 (3)	Per reason incl vat		
4.1	<b>Appeals Board Hearings:</b> Preparation and consultations with professionals appointed by the Municipality for specific appeals	Per hour incl vat		
4.2	Attendance at Appeal Board hearing	Per day incl vat		
5	<b>Data collection</b>	Fixed fee incl vat		Tenderer to refer to what is required under paragraph 14 hereof
6	<b>Public awareness</b>	Fixed fee incl vat		
7	<b>Valuations other than for rating purposes</b>	State the basis of fees incl vat		
8	<b>Consultations</b>	Hourly rate incl vat		
9	<b>Valuation enquiries</b>	Fixed fee incl vat		
10	<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		

11	<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		
12	<b>Additional copies of valuation roll</b>	Per additional copy incl vat		

## **SCHEDULE 4**

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

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

In the event of Tenderer not wishing to conform to such standards Tenderer shall attach as

**Schedule 4**, a complete proposal in this regard.

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

**SCHEDULE 5 COMPUTER**  
**SYSTEM**

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

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

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



**SCHEDULE 6****HUMAN RESOURCES**

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

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

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

--	--	--	--	--

### **PROJECT WORK PLAN**

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

Work definition Work  
flow Timelines  
Deadlines

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

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

**PROOF OF INSURANCE COMPLIANCE**

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

**TAX CLEARANCE CERTIFICATE**

Tenderer must attach an original or certified copy of a current Tax Clearance Certificate here:-

**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:-

**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.

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



## **SCHEDULE 13**

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

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

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

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

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