

FOR OFFICIAL USE:

Bid Number:

FOR OFFICIAL USE:



**TENDER NO.: SC 2259/2021**

**THE COMPILATION AND MAINTENANCE OF GENERAL AND SUPPLEMENTARY  
VALUATION ROLLS FOR A CONTRACT PERIOD ENDING 30 JUNE 2025**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Pricing Schedule (Inclusive of VAT)</b> <i>(refer to pages 64 - 65):</i>	

**NOVEMBER 2021**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Overstrand Municipality  
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**J Basson**  
**Administrative Officer:**  
**Valuation**

Tel. Number: **028 313 8133**

**CONTENTS****PAGE  
NUMBER**

1.	MBD 1 – INVITATION TO BID.....	3
2.	CHECKLIST.....	5
3.	TENDER NOTICE & INVITATION TO TENDER .....	6
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY .....		7
4.	CLARIFICATION MEETING CERTIFICATE.....	8
5.	AUTHORITY TO SIGN A BID .....	9
6.	GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT.....	13
7.	GENERAL CONDITIONS OF TENDER .....	18
8.	MBD 4 – DECLARATION OF INTEREST.....	21
9.	MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) ....	23
10.	MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.....	24
12.	MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES .....	28
13.	MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION .....	29
14.	MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES .....	30
15.	MBD 16 – KEY PERFORMANCE INDICATORS.....	31
16.	SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993 .....	32
17.	INDEMNITY .....	33
PART B – SPECIFICATIONS AND PRICING SCHEDULE .....		34
18.	SPECIFICATIONS.....	35
19.	SCHEDULE OF SOCIAL RESPONSIBILITY PROJECTS.....	60
20.	SCHEDULE OF WORK EXPERIENCE OF THE TENDERER .....	62
21.	PRICING SCHEDULE .....	63
22.	MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES.....	66
23.	DECLARATION BY TENDERER.....	68
PART C – DATABASE REGISTRATION.....		69

### MBD 1 – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERSTRAND MUNICIPALITY

1. TENDER DETAILS					
TENDER NUMBER:	SC 2259/2021				
TENDER TITLE:	THE COMPILATION AND MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS FOR A CONTRACT PERIOD ENDING 30 JUNE 2025				
CLOSING DATE:	10 December 2021			CLOSING TIME:	12H00
SITE MEETING:	DATE:	17 November 2021	TIME:	10h00	COMPULSORY: YES
SITE MEETING ADDRESS:	Virtually via the <b>Microsoft Teams</b> application. Tenderers must register for the compulsory clarification meeting by sending their contact details (telephone and email address) to Ms E Hooneberg ( <a href="mailto:ehooneberg@overstrand.gov.za">ehooneberg@overstrand.gov.za</a> ) at least 48 hours before the clarification meeting in order to receive the invitation link via email				
CIDB GRADING REQUIRED:	N/A	LEVEL AND CATEGORY:	N/A		
BID BOX NO:	1	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.			
OFFER TO BE VALID FOR AT LEAST:	120 DAYS			FROM THE CLOSING DATE OF BID.	

2. BIDDER'S DETAILS			
LEGAL NAME OF ORGANISATION			
TRADE NAME (if different from legal name)			
POSTAL ADDRESS			
STREET ADDRESS			
NAME OF CONTACT PERSON			
TELEPHONE NUMBER		CELL NUMBER	
E-MAIL ADDRESS			
COMPANY REGISTRATION NUMBER			
OVERSTRAND MUNICIPALITY SUPPLIER DATABASE REGISTRATION NUMBER			

3. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO THE SUPPLY CHAIN MANAGEMENT UNIT			
CONTACT PERSON	L du Preez	TELEPHONE NUMBER	028 313 8147
		Email address	<a href="mailto:ldupreez@overstrand.gov.za">ldupreez@overstrand.gov.za</a>
CONTACT PERSON	J Aplon	TELEPHONE NUMBER	028 313 5021
		Email address	<a href="mailto:japlon@overstrand.gov.za">japlon@overstrand.gov.za</a>
TECHNICAL INFORMATION REGARDING THIS QUOTATION MAY BE OBTAINED FROM:			
CONTACT PERSON	J Basson	TELEPHONE NUMBER	028 313 8133
		Email address	<a href="mailto:jbasson@overstrand.gov.za">jbasson@overstrand.gov.za</a>

**4. TAX COMPLIANCE REQUIREMENTS**

TAX CLEARANCE STATUS PIN	
TAX CLEARANCE EXPIRY DATE	
INCOME TAX NUMBER	
VAT REGISTRATION NUMBER	

a) Bidders must ensure compliance with their tax obligations.  
 b) 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.  
 c) 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](http://www.sars.gov.za)  
 d) Foreign suppliers must complete the pre-award questionnaire in part B.3.  
 e) Bidders may also submit a printed TCS certificate together with the bid.  
 f) In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.

Are you the accredited representative in South Africa for the goods /services /works offered? If yes, enclose proof	Yes		No	
Are you a foreign based supplier for the goods /services /works offered? If yes, answer the questions in par. 6 below.	Yes		No	

**5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

a) Is the entity a resident of the republic of South Africa (RSA)?	Yes		No	
b) Does the entity have a branch in the RSA?	Yes		No	
c) Does the entity have a permanent establishment in the RSA?	Yes		No	
d) Does the entity have any source of income in the RSA?	Yes		No	
e) 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.

**6. SUPPLIER DATABASE OF THE OVERSTRAND MUNICIPALITY**

a) Are you registered as a supplier/services provider on the Supplier Database of the Overstrand Municipality?	Yes		No	
b) If so, please provide you Supplier Database Registration number with the Overstrand Municipality				
c) If not, please note that you will be required to be registered on the Supplier Database of the Overstrand Municipality before any award can be made to you. Please find a copy of the Supplier Database Registration forms contained in this document.				

**PLEASE NOTE:**

1. Mailed, telegraphic or faxed bids will not be accepted.
2. Bids may only be submitted on the Bid Documentation provided by the Municipality (not to be re-typed).
3. Bids must be delivered by the stipulated time to the correct box and address. Late bids will not be accepted for consideration.
4. Tender box deposit slot is 28cm x 2.5cm.
5. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the National Treasury General Conditions of Contract (GCC) (2010) and, if applicable, any other special conditions of contract.

**7. CAPACITY UNDER WHICH THIS BID IS SIGNED**

NAME OF PERSON DULY AUTHORISED TO SIGN THIS OFFER	
SIGNATURE	
DATE	

**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**

## 2. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

1.	<b>Certificate of Clarification Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality?	Yes	No
2.	<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No
3.	<b>Tax Clearance Certificate</b> - Provide Tax Compliance Status PIN and Income Tax no. – <b>MBD 1</b>	Yes	No
4.	<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
5.	<b>MBD 5</b> - Is the form duly completed and signed?	Yes	No
6.	<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No
7.	<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
8.	<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
9.	<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes	No
10.	<b>MBD16</b> (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No
11.	<b>OHASA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes	No
12.	<b>Indemnity</b> - Is the form duly completed and signed?	Yes	No
13.	<b>Specifications</b> - Is the form duly completed and signed?	Yes	No
14.	<b>Schedule of Social Responsibility</b> - Is the form duly completed and signed?	Yes	No
15.	<b>Schedule of Work Experience of Tenderer</b> - Is the form duly completed and signed?	Yes	No
16.	<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No
17.	<b>MBD 7.2</b> (Contract form – Services) - Is the form duly completed and signed?	Yes	No
18.	<b>DATA BASE REGISTRATION</b> - Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	Yes	No

### 3. TENDER NOTICE & INVITATION TO TENDER

#### TENDER NO. SC 2259/2021

Tenders are hereby invited for **The compilation and maintenance of general and supplementary valuation rolls for a contract period ending 30 June 2025.**

Tender documents, in English, are obtainable from **Friday, 05 November 2021**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, 1 Magnolia Avenue, Hermanus from Mrs. Rita Theron, between 08h30 and 15h30 upon payment of a **tender documentation fee of R210-00 per set**. Alternatively the document may be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za).

Sealed tenders, with "**Tender No. SC2259/2021: The compilation and maintenance of general and supplementary valuation rolls for a contract period ending 30 June 2025**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 1** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

A compulsory clarification meeting will be held at **10h00 on 17 November 2021**, virtually via the **Microsoft Teams** application. Tenderers must register for the compulsory clarification meeting by sending their contact details (telephone and email address) to Ms E Hooneberg ([ehooneberg@overstrand.gov.za](mailto:ehooneberg@overstrand.gov.za)) at least 48 hours before the clarification meeting in order to receive the invitation link via email.

The closing date and time of the tender is on **10 December 2021 at 12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration or as indicated by SCM personnel.

Please refer enquiries to **Ms. J Basson** at e-mail: [jbasson@overstrand.gov.za](mailto:jbasson@overstrand.gov.za) and/or telephone number: **028 313 8133**.

All queries related to SCM and the issuing of the tender documents should be directed to Mrs. R Theron at e-mail address: [ritatheron@overstrand.gov.za](mailto:ritatheron@overstrand.gov.za) and/or telephone: **028 313 8064**



## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

**4. CLARIFICATION MEETING CERTIFICATE**

I / We\*, the undersigned, certify that I / we\* have examined the Site for the Works and its surroundings for which I / we\* am / are\* submitting this bid and have, as far as practicable possible, familiarized myself / ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my / our\* bid .

\* Delete whichever is inapplicable

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	
SIGNED FOR AND ON BEHALF OF <b>OVERSTRAND MUNICIPALITY</b>			
NAME AND SURNAME			
DATE			



**5. AUTHORITY TO SIGN A BID**

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

1	Company (Pty) Ltd. & Ltd.		Please complete <b>section 1</b> below
2	Close Corporation (CC)		Please complete <b>section 2</b> below
3	Sole Proprietor		Please complete <b>section 3</b> below
4	Partnership		Please complete <b>section 4</b> below
5	Consortium, Club, Trust, etc.		Please complete <b>section 5</b> below
6	Joint Venture		Please complete <b>section 6</b> below

**1. COMPANIES - (PTY) LTD. & LTD.**

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

**PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY**

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## 2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

### PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## 3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

**OR**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 4. PARTNERSHIP

We, the undersigned partners in the business trading as \_\_\_\_\_  
hereby authorize Mr / Ms \_\_\_\_\_ to sign this bid as well as any  
contract resulting from the bid and any other documents and correspondence in connection with this bid and /or  
contract for and on behalf of the abovementioned partnership.

**The following particulars in respect of every partner must be furnished and signed by every partner:**

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_  
(Name of entity) to act as lead consortium partner and further authorize Mr / Ms \_\_\_\_\_  
to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in  
connection with this bid and / or contract for and on behalf of the consortium.

**The following particulars in respect of each consortium member must be provided and must be signed by each member:**

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## 6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms \_\_\_\_\_

authorized signatory of the Company / Close Corporation / Partnership (name) \_\_\_\_\_,

acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

### 1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

### 2. 2<sup>nd</sup> PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

### 3. 3<sup>rd</sup> PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

### 4. 4<sup>th</sup> PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

**NOTE:** A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

## 6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13 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.
- 1.14 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15 "GCC" means the General Conditions of Contract.
- 1.16 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.17 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 "Project site" where applicable, means the place indicated in bidding documents.
- 1.22 "Purchaser" means the organization purchasing the goods.
- 1.23 "Republic" means the Republic of South Africa.
- 1.24 "SCC" means the Special Conditions of Contract.
- 1.25 "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.
- 1.26 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27 "Tort" means in breach of contract.
- 1.28 "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.
- 1.29 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

### 2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### 3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

INITIALS	
----------	--

**4. STANDARDS**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as 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 bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution

or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, 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 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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, and in any subsequent instructions ordered by the purchaser.

**10. DELIVERY**

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

INITIALS



**11. INSURANCE**

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**

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

**13. INCIDENTAL**

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

- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4 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
- 13.1.5 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:

- 14.1.1 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;
- 14.1.2 in the event of termination of production of the spare parts:
  - 14.1.2.1 advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. WARRANTY**

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment

from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. PRICES**

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

**18. VARIATION ORDERS**

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**

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

**20. SUBCONTRACTS**

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

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

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

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

INITIALS

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 supplies 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 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar 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

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:
- 23.1.1 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;
- 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction
- 23.6.3 the period of restriction; and
- 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

## 25. FORCE MAJEURE

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

INITIALS



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

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

## 27. SETTLEMENT OF DISPUTES

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

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

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

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

27.4.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

## 28. LIMITATION OF LIABILITY

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

28.1.1 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

28.1.2 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

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

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

## 31. NOTICES

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

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

## 32. TAXES AND DUTIES

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

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

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

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

## 33. TRANSFER OF CONTRACTS

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

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

## 35. PROHIBITION OF RESTRICTIVE PRACTICES.

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

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

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

36. *General Conditions of Contract (revised July 2010)*

INITIALS

## 7. GENERAL CONDITIONS OF TENDER

### 1. GENERAL

- 1.1 All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
- 1.1.1 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.2 Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
- 1.2.1 The use of correction fluid / tape is prohibited.
- 1.3 Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be effected as follows:
  - 1.3.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling in the margin next to each and every alteration or correction.
  - 1.3.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.3.1 above, will be rejected.
- 1.4 Bids submitted must be complete in all respects.
  - 1.4.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
  - 1.4.2 The bidder must ensure that his/her bid document is securely bound.
    - 1.4.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
    - 1.4.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submit loose pages (not securely attached to the bid document or annexure with supporting documents).
2. **PRICING**
  - 2.1 Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.
  - 2.2 All prices shall be quoted in South African currency, and be **INCLUSIVE of Value Added Tax (VAT)**.
  - 2.3 Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
  - 2.4 All bid prices will be final and binding.
  - 2.5 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
  - 2.6 Where the value of an intended contract will exceed

R1,000,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

- 2.6.1 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Overstrand Municipality is 4140106396.
- 2.6.2 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment(s) will be allowed.

### 3. FORWARD EXCHANGE RATE COVER

- 3.1 In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2 The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3 If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

### 4. SUBMITTING A BID:

- 4.1 Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
  - 4.1.1 Any bid received without the **"Bid Number and / or Title"** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 4.2 The bid boxes are at the entrance of the Main Cash Hall, Hermanus Municipal Offices, 1 Magnolia Avenue, Hermanus.
- 4.3 A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4 The bid box deposit slot is 28cm x 2.5cm.
- 4.5 Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

### 5. BID OPENING

- 5.1 Bids shall be opened in public at the Hermanus Municipal Offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2 Where practical, prices will be read out at the time of opening bids.
- 5.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the

INITIALS

other bids received, which bid(s) can be returned to the bidder at his request and cost.

## 6. EVALUATION AND ADJUDICATION CRITERIA:

- 6.1 Relevant specifications;
- 6.2 Value for money;
- 6.3 Capacity and capability of bidders to execute the contract;
- 6.4 PPPFA & associated regulations; and
- 6.5 Any other objective criteria.

## 7. REQUIREMENTS OF A VALID BID:

- 7.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered and no further correspondence will be entered into with regard to the following matters:
  - 7.1.1 The tender has not been completed in non-erasable handwritten ink,
  - 7.1.2 Non-submission of a valid Tax Clearance Certificate and / or PIN,
  - 7.1.3 Incomplete Pricing Schedule or Bill of Quantities,
  - 7.1.4 A Form of Offer not signed in non-erasable ink,
  - 7.1.5 Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
- 7.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:
  - 7.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
  - 7.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
  - 7.2.3 To obtain the personal income tax number(s) from the recommended bidder;
  - 7.2.4 To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
  - 7.2.5 To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed.
  - 7.2.6 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
  - 7.2.7 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
  - 7.2.7.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

## 8. TEST FOR RESPONSIVENESS:

- 8.1 A Bid will be considered non-responsive if:
  - 8.1.1 the bid is not in compliance with the specifications;
  - 8.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
  - 8.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 8.2 The Municipality reserves the right to accept or reject:

- 8.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
- 8.2.2 a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
- 8.2.3 the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 8.3 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

## 9. INCORRECT INFORMATION

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

## 10. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:

- 10.1 When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.
- 10.2 When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

## 11. INVOICES

- 11.1 All invoices must be forwarded to the following address:  
Overstrand Municipality  
PO Box 20  
Hermanus, 7200

INITIALS

**11.2 Legal requirements for invoices**

Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

**11.2.1 Ordinary invoice (not VAT Registered)**

- (a) The word '**INVOICE**' to be displayed in a prominent place
- (b) Official invoice number and date of transaction
- (c) Trade name, legal name, registration number (if any) and address of supplier
- (d) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- (e) The Municipality's name and postal address (PO Box 20, Hermanus, 7200)
- (f) Accurate description of goods and / or services supplied / provided.
- (g) Unit of measurement of goods or services supplied
- (h) Price

**11.2.2 VAT/Tax invoice (VAT registered)** an example of a valid Tax Invoice is attached as **Annexure C**.

- (a) Word '**TAX INVOICE**' to be displayed in a prominent place
- (b) Trade, legal name and registration number(if any) of supplier
- (c) Address and VAT number of supplier
- (d) The official invoice number and date of invoice
- (e) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- (f) The Municipality's name and postal address (PO Box 20, Hermanus, 7200) and VAT registration number (4140106396)
- (g) Accurate description of goods and / or services supplied / provided.
- (h) Unit of measurement of goods or services supplied
- (i) Price and VAT amount

**12. PAYMENT TERMS**

- 12.1 It is the policy of the Overstrand Municipality to pay all creditors by means of electronic bank transfers.
- 12.2 Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.
- 12.3 In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise<sup>1</sup>** on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

**13. PRECEDENCE OF TERMS AND CONDITIONS**

- 13.1 Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:
  - 13.1.1 The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:
    - 13.1.1.1 Municipal Financial Management Act 56 of 2003
    - 13.1.1.2 Municipal Supply Chain Management Regulations
    - 13.1.1.3 Supply Chain Management policy
    - 13.1.1.4 Specifications of the bid document
    - 13.1.1.5 Special Conditions of Contract
    - 13.1.1.6 General Conditions of Contract
    - 13.1.1.7 Service Level Agreements/ Service Delivery Agreements
    - 13.1.1.8 Memorandum of Understanding/ Memorandum of Agreements

**<sup>1</sup> SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED** Micro enterprises are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.**AS FOLLOWS:**

**Survivalist enterprises** are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

INITIALS

## 8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>2</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their 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 of bidder or his or her representative										
3.2.	Identity number										
3.3.	Position occupied in the company (director, shareholder <sup>3</sup> etc.)										
3.4.	Company registration number										
3.5.	Tax reference number										
3.6.	VAT registration number										

3.7.	Are you presently in the service of the state?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.8.1.	If so, furnish particulars:				
3.9.	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	<input type="checkbox"/>	No	<input type="checkbox"/>
3.9.1.	If so, furnish particulars:				
3.10.	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	<input type="checkbox"/>	No	<input type="checkbox"/>
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.11.1.	If so, furnish particulars:				

<sup>2</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>3</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes		No	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				
3.14.	Please provide the following information on <b>ALL</b> directors / shareholders / trustees /members below:				
full name and surname	identity number	personal income tax number	Provide State <sup>4</sup> employee number (Only to be completed if in the service of the State)		

## NB:

- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

## 4. DECLARATION

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

4 **MSCM Regulations: "in the service of the state" means to be –**

- a member of –
  - any municipal council;
  - any provincial legislature; or
  - the National Assembly or the National Council of Provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial public entity; or
- an employee of Parliament or a provincial legislature.


**9. MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1. If yes, furnish particulars				
<b>CERTIFICATION</b>  I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.  I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE			DATE	
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				

## 10. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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

### NB:

**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.**

### 1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
  - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

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

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- 2.5. **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7. **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8. **“proof of B-BBEE status level of contributor ”** means:
  - 2.8.1. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;



- 2.8.2. An original sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. “QSE” means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act,
- 2.10. “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing.

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where:-

$P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid.

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

### 5. BID DECLARATION

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

5.1.1.	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1</b>	
5.1.2.	B-BBEE Status Level of Contributor	
5.1.3.	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

- 5.2. (Points claimed in respect of paragraphs 5.1 and 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS, or an original sworn affidavit where applicable.)

**6. SUB-CONTRACTING**

6.1.	Will any portion of the contract be sub-contracted? (Tick applicable box)	Yes		No	
	If yes, indicate:				
i.	what percentage of the contract will be subcontracted	%			
ii.	the name of the sub-contractor				
iii.	the B-BBEE status level of the sub-contractor				
iv.	whether the sub-contractor is an EME or QSE (Tick applicable box)	Yes		No	
v.	Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of Preferential Procurement Regulations, 2017:				
	Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓		
a.	Black people				
b.	Black people who are youth				
c.	Black people who are women				
d.	Black people with disabilities				
e.	Black people living in rural or underdeveloped areas or townships				
f.	Cooperative owned by black people				
g.	Black people who are military veterans				
	OR				
h.	Any EME				
i.	Any QSE				

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1.	Name of company/firm		
7.2.	VAT registration number		
7.3.	Company registration number		
7.4.	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium	
		One person business / sole proprietor	
		Close Corporation (CC)	
		Company ((Pty) Ltd. / Ltd.)	
		Company (Ltd.)	
7.5.	Describe principal business activities		

7.6.	Company Classification (Tick applicable box)	Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. transporter, etc.	
7.7.	<b>Municipal information</b>		
i.	Municipality where business is situated		
ii.	Registered municipal account number		
iii.	Stand number		
7.8.	Total number of years the company/firm has been in business		

7.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 7.9.1. The information furnished is true and correct;
- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- disqualify the person from the bidding process;
  - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - forward the matter for criminal prosecution.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

## 12. MBD 8 – 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:
  - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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.

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 audi alteram partem rule was applied).	Yes	No
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	No
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	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
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	No
4.5.1	If so, furnish particulars:		

### 5. CERTIFICATION

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

### 13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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>5</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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

#### OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
  - 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. 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>6</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:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>5</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.

<sup>6</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.

**14. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**
**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:**

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

**PLEASE NOTE:**

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____,</p> <p>on this _____ day of _____ 20____</p> <p>by the deponent, who has acknowledged that he/she knows and understands the contents of this affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p><b>Signature:</b></p> <p>_____</p> <p>Print _____ name: _____</p>	<p align="center"><b>Apply official stamp of authority on this page:</b></p>
--	--

**15. MBD 16 – KEY PERFORMANCE INDICATORS**

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

## 16. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

### INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place

between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

### COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Overstrand Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

**NOTE:** A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.

### WRITTEN AGREEMENT

This is a written agreement between

**OVERSTRAND MUNICIPALITY**

And

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, \_\_\_\_\_,

representing the MANDATARY do hereby acknowledge that \_\_\_\_\_

(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

### SIGNED ON BEHALF OF MANDATORY

DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

### SIGNED ON BEHALF OF THE MUNICIPALITY

DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



## 17. INDEMNITY

Given by (name of company) \_\_\_\_\_  
 of (registered address of company) \_\_\_\_\_  
 a company with limited liability registration number \_\_\_\_\_  
 registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by  
 (name of representative) \_\_\_\_\_  
 in his capacity as (designation) \_\_\_\_\_  
 of the contractor, and duly authorised by a resolution dated \_\_\_\_\_/20\_\_\_\_\_.  
**WHEREAS** the contractor entered into a contract with the municipality dated \_\_\_\_\_/20\_\_\_\_\_.

**AND WHEREAS** the Municipality requires an indemnity from the contractor.

**NOW THEREFORE** the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**

## 18. SPECIFICATIONS

### 1. INTRODUCTION / BACKGROUND

The Overstrand Municipality hereby invites bids from experienced and suitably qualified valuers for the compilation and maintenance of a General Valuation Roll and Supplementary Valuation Rolls in terms of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, hereinafter referred to as the "Act", for all the areas within its area of jurisdiction.

### 2. SCOPE

The Bidder, being experienced and suitably qualified in the process of the valuation of properties are expected to compile and maintain the general valuation roll and the supplementary valuation rolls after the general valuation.

The General Valuation Roll has a valuation date of 2 July 2022 and must be implemented on 1 July 2023.

The areas within the Municipality's jurisdiction are as follows:

#### 2.1. Hermanus Administration

- 2.1.1. Fisherhaven
- 2.1.2. Hawston
- 2.1.3. Hermanus
- 2.1.4. Meerenbosch
- 2.1.5. Onrusrivier (Onrustrivier)
- 2.1.6. Rural/Farm area
- 2.1.7. Sandbaai
- 2.1.8. Vermont
- 2.1.9. Zwelihle

#### 2.2. Gansbaai Administration

- 2.2.1. Franskraalstrand
- 2.2.2. Birkenhead
- 2.2.3. De Kelders
- 2.2.4. Gansbaai
- 2.2.5. Kleinbaai (van Dyksbaai)
- 2.2.6. Pearly Beach
- 2.2.7. Rural/Farm area

#### 2.3. Stanford Administration

- 2.3.1. Stanford
- 2.3.2. Rural/Farm area

#### 2.4. Hangklip/Kleinmond Administration

- 2.4.1. Kleinmond
- 2.4.2. Rooi-Els
- 2.4.3. Bettys Bay
- 2.4.4. Pringle Bay
- 2.4.5. Rural/Farm area

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

Signature		Name (print)	
Capacity		Date	
Name of firm			

The Municipality will provide the successful Bidder with certain data as detailed in paragraph 7.17 of this document. Any additional data or information needed to fulfil the requirements of the Act and the specific requirements of the Municipality shall be for the sole account and responsibility of the successful Bidder.

### 3. GENERAL

#### 3.1. Compulsory clarification meeting /information session

A compulsory clarification meeting/information session will take place on: 17 November 2021 at 10:00 via teams app. Tenderers must register for the compulsory clarification meeting by sending their contact details (telephone and email address) to Ms E Hooneberg (ehooneberg@overstrand.gov.za ) at least 48 hours before the clarification meeting in order to receive the invitation link via email.

#### 3.2. Contract period

The contract is valid from date of signing of the contract or 1 July 2022, whichever is latest and will expire on 30 June 2025.

#### 3.3. Validity period of tender

3.3.1 The tender must remain valid, irrevocable and open for acceptance for a period of 120 days after closing date.

3.3.2 The validity period of a bid may be extended by the accounting officer, or his/her delegate, prior to the expiry of the validity period indicated in the bid document.

#### 3.4. Escalation

Escalation of 6% per annum will be allowed on 01 July 2023 and 01 July 2024.

#### 3.5. COIDA

The successful bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations and for the duration of the contract. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

#### 3.6. Definitions

- 3.6.1. "Act": means the Local Government: Municipal Property Rates Act, 2004 (Act No 6 of 2004), as amended, and any regulations made in terms of section 83 thereof;
- 3.6.2. "Assistant Municipal Valuer": means a valuer as defined in terms of section 39 (2) of the Act;
- 3.6.3. "Commencement Date": shall mean the first day following the signature date;
- 3.6.4. "Data Ownership": all data obtained, collected and/or utilised in the compilation and maintenance of the General Valuation Roll and Supplementary Valuation Rolls belongs to the Municipality;
- 3.6.5. "Data Transfer": all data utilised and/or collected by the Bidder including that of the data capturers, will be transferred by the Bidder to the Municipality on a minimum of a yearly basis and in a format mutually agreed upon;
- 3.6.6. "Date Draft Submission": means the date upon which the Municipality if so required by them, needs the nominated person to submit data relevant to the Valuation Roll to enable the Municipality to use such data in the preparation of their rates policy and tariffs and to monitor the correctness of the Roll;
- 3.6.7. "Date of Final Submission": shall mean the date upon which the certified roll/s are handed to the Municipal Manager by the nominated person;
- 3.6.8. "Date of valuation": shall mean 2 July 2022;

Signature		Name (print)	
Capacity		Date	
Name of firm			

- 3.6.9. "Good Standing": means that the Bidder and/or nominated person shall not be in any way lawfully indebted to the Municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 3.6.10. "Final Delivery Certificate": means the document issued by the Municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this bid;
- 3.6.11. "Letter of Acceptance": means the written communication by the Municipality to the Bidder recording the acceptance by the Municipality of the Bidder(s) bid subject to any further terms and conditions to be included in the bid by agreement between the Bidder and the Municipality;
- 3.6.12. "Municipality": shall mean the Overstrand Municipality;
- 3.6.13. "Municipal Valuer": means a valuer as defined in terms of section 39(1) of the Act;
- 3.6.14. "Nominated Person": means a valuer nominated by the Bidder who will comply with either the provisions of section 39(1) or section 39(2) of the Act;
- 3.6.15. "Section": means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, and any regulations made in terms of Section 83;
- 3.6.16. "Signature Date": means the date of the signed letter of acceptance;
- 3.6.17. "Specialised properties": specialised properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties:-
- Regional shopping centres.
  - Hotels.
  - Conference centres.
  - Quarries.
  - Mines.
  - Grain depots.
  - Private hospitals.
  - Provincial and/or State buildings such as Civic Centres, Prisons, etc.
  - Harbours.
- 3.6.18. "Substitute Nominated Person": means the person nominated to substitute the Municipal Valuer; shall include the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by the Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto;
- 3.6.19. "Bid": shall include: the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by the Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's general conditions or contract and all other schedules thereto;

Signature		Name (print)	
Capacity		Date	
Name of firm			

- 3.6.20. "Bidder(s)": means the Bidder whose bid has been duly accepted by the Municipality; and
- 3.6.21. "Validity Period": shall be hundred and twenty (120) days from the closing date of this bid.

#### 4. SOCIAL RESPONSIBILITY

- 4.1. As part of the tender conditions bidders must participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects in paragraph 4.3 below.
- 4.2. The Tenderer's proposed implementation of social responsible projects must be provided in order to determine whether the Municipality's procurement is socially responsible.
- 4.3. Tenders can propose the following socio-economic project practices for consideration or identify additional projects:
- 4.3.1. On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people;
  - 4.3.2. Young women / mothers upliftment / leadership programme;
  - 4.3.3. Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;
  - 4.3.4. Financial support / bursaries to previously disadvantaged youth;
  - 4.3.5. Youth leadership and empowerment projects;
  - 4.3.6. Early childhood development;
  - 4.3.7. Projects can be in collaboration with Local Community Based Organisations (CBOs), Non-Government Organisations (NGOs) and relevant local institutions;
  - 4.3.8. Business skills and enterprise support including mentoring of local enterprises; and Development of Parks and open spaces.

#### 5. EVALUATION AND ADJUDICATION

- 5.1. All items will be evaluated and awarded individually where applicable.
- 5.2. The bid will be evaluated on the total Estimated amount. The rates per item will be awarded.
- 5.3. Two Bidders will be identified for award, to ensure that if the first Bidder fails to perform according to the tender conditions, the second bidder will be used from which to procure the goods/services. The first will be held responsible for the cost difference. The Municipality will not be obligated to place orders with the second Bidder, when performance of the first Bidder is of an acceptable standard.
- 5.4. The quantities below are based on historical data and will be used for evaluation purposes only. This only serves as indication of possible future requirements and must not be regarded as the actual quantities.

Item no	Description	Estimated no. of properties
1	Residential properties (excluding Sectional Titles and RDP)	23598
2	Residential Sectional Titles	2251
3	RDP Houses	7000
4	Business and Commercial Properties (excluding Sectional Titles)	1247
5	Business and Commercial Sectional Titles	327
6	Agricultural properties (including small holdings)	166
7	State owned – used for Public Service Purposes	364
8	Public Service Infrastructure (PSI)/Public Open Space (POS)	569
9	Public Benefit Organisations	151

Signature		Name (print)	
Capacity		Date	
Name of firm			

Item no	Description	Estimated no. of properties
10	Multiple purpose properties	72
11	Vacant Land	5312
12	Municipal properties (Including vacant land, PSI, etc)	2082
13	Protected Areas	174
14	Mining properties	1
<b>TOTAL ESTIMATED NUMBER OF ENTRIES</b>		<b>43314</b>
15	Number of objections (General and Supplementary Rolls (General Valuation & 2 years Supplementary Roll)	500
16	Number of appeals (General and 2 Supplementary Rolls)	100
17	Preparation and consulting with professionals appointed by the Municipality for specific appeals	1
18	Attendance at appeals board meetings	40 hours
19	Valuations requested by the Municipality for other than rating purposes	60
20	Total additional copies of Valuation Roll requested	1

## 6. ELIGIBILITY CRITERIA

The evaluation of Bidders will be done in terms of compliance with the following criteria. Bidders that do not comply with all the criteria below will not be evaluated further.

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Proof must be submitted
6.1.	The Bidder must have Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 000 000. <b>Proof of which must be submitted with the bid document.</b>			
6.2.	The Bidder must have Public Liability Insurance for a minimum value of R5 000 000. <b>Proof of which must be submitted with the bid document.</b>			
6.3.	The bidders must all be registered with the South African Council for the Property Valuers Profession. <b>A certified copy of the registration certificate must be submitted with the bid document. The registration must be valid when applying for the bidder.</b>			
6.4.	All data provided, inclusive of the Valuation Rolls must be fully compatible with Standard Chart of Accounts Regulation dated 22 April 2014 (mSCOA) as well as Overstrand Municipality financial billing system of the Municipality.			
6.5.	The Bidder must have at least 5 years' experience in municipal valuations. <b>Confirmation letters from relevant municipalities to be attached.</b>			
6.6.	The Bidder must have at least 5 years' experience of attending and contributing to the Appeal Board Meetings. <b>Confirmation letters from relevant municipalities to be attached.</b>			
6.7.	The valuers must each have at least 3 years' experience as a certified valuer in terms of 6.3 above in municipal valuations. <b>Confirmation letters from relevant municipalities to be attached.</b>			

Signature		Name (print)	
Capacity		Date	
Name of firm			

## 7. TERMS OF REFERENCE

### 7.1. Staff

#### 7.1.1. Qualifications of the Municipal Valuer

- 7.1.1.1. In terms of Section 39(1) of the Act 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.
- 7.1.1.2. The Bidder must nominate the person to be designated as the Municipal Valuer in writing, this includes proof of registration as a Professional Valuer or Professional Associated Valuer as well as a **detailed Curriculum Vitae**. The Bidder must provide a full list of names of all persons who will be involved in carrying out the valuations, as well as information about the capacity, qualifications and experience of each person involved. If new or replacement staff are appointed before or during the course of the valuation, the Municipality must be provided with a new list of names within ten (10) days after such appointment/amendment.
- 7.1.1.3. The Municipality reserves the right to fully investigate the qualifications, experience and performance of the Bidder's nominated persons by reference to/from:
  - a. Previous Valuation Board hearings;
  - b. Appeal Board hearings;
  - c. Arbitration and Supreme Court hearings;
  - d. General standing of the nominated person/s within the valuation profession;
  - e. Any institutions/ municipalities that similar services were provided to;
  - f. Any professional body that the nominated person/s is associated with; and
  - g. Interviews with the nominated person/s.
- 7.1.2. The Bidder's nominated person/s if appointed by the Municipality as either the Municipal Valuer and/or Assistant Municipal Valuer, may not cede or assign his appointment to any other valuer unless such cession and/or assignment has been approved in writing by the Municipality. Should such person/s for any reason whatsoever no longer be associated with or employed by the Bidder, the Municipality reserves the right to cancel this agreement and hold the Bidder and/or appointed Municipal Valuer liable for any damages it may suffer as a result thereof.  
The Municipality shall not be obliged to approve any request for cession and/or assignment.
- 7.1.3. The nominated and designated Municipal Valuer and/or Assistant Municipal Valuer will be responsible for the full compliance of the functions and duties of the valuer as set out in the Act as well as fulfilling all the requirements of this bid.
- 7.1.4. The Municipal Valuer will be required upon appointment, to adhere 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).

### 7.2. Data Collections

- 7.2.1. The Bidder will be fully responsible to obtain all data necessary to compile the General Valuation Roll and Supplementary Valuation Rolls.
- 7.2.2. The data collected by the Bidder must be capable of being checked, audited, verified and monitored.
- 7.2.3. The collection of data on behalf of the Municipality is crucial in the determination of true and accurate municipal valuations.
- 7.2.4. Where the Bidder has made use of aerial photography and/or satellite imagery such aerial photographs and/or satellite imagery will become the property of the Municipality and the Bidder shall have no lien thereon.

Signature		Name (print)	
Capacity		Date	
Name of firm			



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

**7.2.5.1. Residential Properties**

- a. Erf number.
- b. Subdivision number (if applicable).
- c. Extent of the erf.
- d. Date of purchase (where available).
- e. Purchase price (where available).
- f. Multiple uses (if applicable).
- g. Name of owner (including part owners).
- h. Physical / street address of the property.
- i. Postal address (where available).
- j. Category (in terms of Section 8(2) of the Act).
- k. Usage of property.
- l. Zoning of property.
- m. Value of property.
- n. Surveyor General Code.
- o. Age.
- p. Adverse features i.e. next to informal settlement, busy road, etc.
- q. Condition and rating.
- r. Number of storeys.
- s. Quality.
- t. Size of dwelling/s, outbuildings and other structures on the property, special features i.e. swimming pool, walling, and topography/slope.
- u. View

**7.2.5.2. Sectional Title Schemes**

- a. Erf number.
- b. Subdivision number (if applicable).
- c. Extent of the erf.
- d. Date of purchase (where available).
- e. Purchase price (where available).
- f. Multiple uses (if applicable).
- g. Name of owner (including part owners).
- h. Physical / street address of the property.
- i. Postal address (where available).
- j. Category (in terms of Section 8(2) of the Act).
- k. Usage of property.
- l. Zoning of property.
- m. Value of property.
- n. Surveyor General Code.
- o. Age.
- p. Adverse features.
- q. Condition of section.
- r. Condition of scheme.
- s. Developable Land reserved for future extension to scheme.
- t. Exclusive use areas.
- u. Floor level.
- v. Name of scheme.

Signature		Name (print)	
Capacity		Date	
Name of firm			

- w. No of storeys in the scheme.
- x. Participation quota.
- y. Positive features.
- z. Registration no of scheme unit and flat no.
- aa. Unit type i.e. simplex, duplex, etc.
- bb. View

#### 7.2.5.3. Business, Commercial and Industrial Properties (Income Generating Properties)

- a. Erf number.
- b. Subdivision number (if applicable).
- c. Extent of the erf.
- d. Date of purchase (where available).
- e. Purchase price (where available).
- f. Multiple uses (if applicable).
- g. Name of owner (including part owners).
- h. Physical / street address of the property.
- i. Postal address (where available).
- j. Category (in terms of Section 8(2) of the Act).
- k. Usage of property.
- l. Zoning of property.
- m. Value of property.
- n. Surveyor General Code.
- o. Age.
- p. Name of the building (if applicable)
- q. Name of the establishment.
- r. Flat / door number if applicable.
- s. Condition rating.
- t. Description of units i.e. 12 x 1 bedroom flats, 6 x ground floor shops.
- u. Expenditure in relation to the income.
- v. Lettable or usable area.
- w. Gross building area.
- x. Other income factors e.g. car bays.
- y. Quality of building rating.
- z. Rentals actual and/or estimates provided by agents, tenants, landlords etc.
- aa. Sales capitalization rates and other information obtained from agents, brokers, purchasers, etc.
- bb. Remaining land for development.
- cc. Turnover sales if available.

#### 7.2.5.4. Specialised Properties

This includes: Regional shopping centres, Hotels, Conference Centres, Quarries, Mines, Grain Depots, Private Hospitals, Harbours and Provincial and/or State buildings such as Civic Centres and Prisons.

- a. Erf number.
- b. Subdivision number (if applicable).
- c. Extent of the erf.
- d. Date of purchase (where available).
- e. Purchase price (where available).

Signature		Name (print)	
Capacity		Date	
Name of firm			

- f. Multiple uses (if applicable).
- g. Name of owner (including part owners).
- h. Physical / street address of the property.
- i. Postal address (where available).
- j. Category (in terms of Section 8(2) of the Act).
- k. Usage of property.
- l. Zoning of property.
- m. Value of property.
- n. Surveyor General Code.
- o. Age.
- p. Data relating to specific type of property e.g. number of beds in hospital etc.
- q. Schedule reflecting description and use of buildings.
- r. Size of all buildings.

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

#### 7.2.5.5. **Agricultural Properties (Including Smallholdings)**

- a. Farm/ erf number.
- b. Subdivision number (if applicable).
- c. Extent of the erf.
- d. Date of purchase (where available).
- e. Purchase price (where available).
- f. Multiple uses (if applicable).
- g. Name of owner (including part owners).
- h. Physical / street address of the property.
- i. Postal address (where available).
- j. Category (in terms of Section 8(2) of the Act).
- k. Usage of property.
- l. Zoning of property.
- m. Value of property.
- n. Surveyor General Code.
- o. Age.
- p. Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc.
- q. Description of all buildings including use, condition and functionality.
- r. Schedule of estimated building sizes.
- s. Investigation of land claims, land tenure etc.

#### 7.2.5.6. **Urban Vacant Land**

- a. Erf number.
- b. Subdivision number (if applicable).
- c. Extent of the erf.
- d. Date of purchase (where available).
- e. Purchase price (where available).
- f. Multiple uses (if applicable).
- g. Name of owner (including part owners).

Signature		Name (print)	
Capacity		Date	
Name of firm			

- h. Physical / street address of the property.
- i. Postal address (where available).
- j. Category (in terms of Section 8(2) of the Act).
- k. Usage of property.
- l. Zoning of property.
- m. Value of property.
- n. Surveyor General Code.
- o. Age.
- p. Adverse features.
- q. Positive features.
- r. Topography/slope.
- s. Soil conditions.
- t. Services available.
- u. View

#### 7.2.5.7. Registered Leases

- a. Erf Number.
- b. Subdivision number (if applicable).
- c. Extent of the erf.
- d. Date of purchase (where available).
- e. Purchase price (where available).
- f. Multiple uses (if applicable).
- g. Name of owner (including part owners).
- h. Physical / street address of the property.
- i. Postal address (where available).
- j. Category (in terms of Section 8(2) of the Act).
- k. Usage of property.
- l. Zoning of property.
- m. Value of property.
- n. Surveyor General Code.
- o. Age.
- p. Relevant characteristics of leasehold.

#### 7.2.5.8. Public Service Infrastructure / Public Open Space

- a. Erf Number.
- b. Subdivision number (if applicable).
- c. Extent of the erf.
- d. Date of purchase (where available).
- e. Purchase price (where available).
- f. Multiple uses (if applicable).
- g. Name of owner (including part owners).
- h. Physical / street address of the property.
- i. Postal address (where available).
- j. Category (in terms of Section 8(2) of the Act).
- k. Usage of property.
- l. Zoning of property.
- m. Value of property.
- n. Surveyor General Code.

Signature		Name (print)	
Capacity		Date	
Name of firm			

- o. Age.
- p. All relevant data including description, size and use of buildings.
- q. All equipment and/or machinery relating to Public Service Infrastructure must be excluded from the valuation process.

### 7.3. General

- 7.3.1. Properties sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this bid. Such analysis must be fully documented and made available for internal and external monitoring purposes. Sales are to be distinguished between vacant and improved sales.
- 7.3.2. Records relating to rentals, vacancies, expenses ratios, capitalization rates, construction costs and any other data that will have a bearing on the influence of market value are to be documented, recorded and analysed during the duration of this contract.
- 7.3.3. Building plans 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.
- 7.3.4. Actual use and town planning zonings are to be reflected. **This includes illegal uses.**
- 7.3.5. All data collected will be internally monitored, verified and checked by the Municipality on an on-going basis.
- 7.3.6. The Municipality does not guarantee the accuracy or correctness of any data supplied to the Bidder and it is the responsibility of the Bidder to check and correct any such data supplies.
- 7.3.7. All data provided, inclusive of the Valuation Rolls must be fully compatible with all the requirements as stipulated in the Standard Chart of Accounts Regulation dated 22 April 2014 (mSCOA) as well as SAMRAS financial billing system of the Municipality. Data must therefore be submitted to the Municipality in a format that is recognizable by SAMRAS e.g. the suburb codes, erf numbers and subdivisions must correspond with the current data on the system. Before-mentioned, inclusive of any requirements related to data presentation as might be required subsequent to the award of this bid.

### 7.4. The Bidder must

- 7.4.1. Value every individually registered property and optionally apportion different usages (multiple purpose usage) on these properties. The different usages, new development and extensions on the properties must be explicitly recorded.

### 7.5. Promotion of Access to Information Act, Act 2 of 2000

- 7.5.1. The Bidder, as part of his function in collecting data on behalf of the Municipality, will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000.
- 7.5.2. In terms of the Promotion of Access to Information Act, the Municipality is obliged to provide certain information to the public.
- 7.5.3. The Bidders will be required to compile a manual as required in terms of Section 51 of the above-mentioned Act.
- 7.5.4. The 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.
- 7.5.5. The Bidder will however be required to supply any information that is of a general nature appearing in the Valuation Rolls and that is available to the public in the format prescribed by the Municipality.
- 7.5.6. Confidential Information is to be considered as data specific to a property and unique thereto where such information is not available to the public. Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a

Signature		Name (print)	
Capacity		Date	
Name of firm			

company owning property, turnover clauses and property owner's personal and contact details. Such information may only be disclosed in terms of Section 44 of the Act.

#### 7.6. Confidentiality

- 7.6.1. The successful Bidder must commit to strict confidentiality both during and after the valuation task.
- 7.6.2. In the process of collecting data and information in terms of Section 42 of the Act, the Bidder will have access to sensitive and confidential information. All data accessed, obtained or collected by the Bidder and/or data collectors must at all times be kept confidential and not be disclosed. The Bidder will comply in full with the provisions of Section 44 of the Act.
- 7.6.3. In addition, data may not be used for personal gain by the Bidder or the Bidder's business, any employee, sub-contractor or any agent of the Bidder or any other person, body or organisation receiving the information or data through the Bidder, or any of their employees or agents.
- 7.6.4. Failure to comply with these conditions will constitute a breach of contract, which could result in termination of this contract.

#### 7.7. Conflict of interest

The successful Bidder must ensure that no conflict of interest occurs during the valuation process. In order to comply with Section 43(5) of the Act, the successful bidder must disclose all information regarding any property in which the Bidder (or any members of the enterprise) or any spouse, parent, child, partner or business associate has a personal or private business interest.

#### 7.8. Services required

- 7.8.1. To compile and maintain a General Valuation Roll and Supplementary Valuation Rolls for the period. 1 July 2022 to 30 June 2025. (The General Valuation Roll must be implemented on 1 July 2023) in terms of the Act, currently as well as any future, related requirements in this regard.
- 7.8.2. The Bidder, being experienced and suitably qualified in the process of the valuation of properties are expected to compile and maintain the general valuation roll and the supplementary valuation rolls after the general valuation. In this process the Bidder and all appointed valuers and staff involved in the Municipality's valuation process shall, where relevant, comply with the full extent of the Act and the Municipality's Rates Policy.
- 7.8.3. **The Municipality will also provide a weekly and/or monthly list of properties to be valued. The Bidder will then value the properties and give the valuations within seven (7) working days after the instruction was received. The valuation will then be listed in the next supplementary valuation roll. The Bidder must answer to any valuation related queries within seven (7) days after the query was sent to the Bidder by the Municipality.**
- 7.8.4. In addition to compiling the said valuation rolls, the Bidder's nominated person/s will be required to assist the Municipality in: -
  - 7.8.4.1. Community Participation and Public Awareness relating to the valuation and objection process.
  - 7.8.4.2. **Attending to Valuation Enquiries on behalf of the Municipality.**
  - 7.8.4.3. Valuation of different categories of properties in terms of Section 9 and the review thereof, if so required by the Municipality.
  - 7.8.4.4. Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2) where applicable. The Municipality requires all properties and leaseholds in its jurisdiction to be valued irrespective whether the property is rateable or not.

Signature		Name (print)	
Capacity		Date	
Name of firm			

- 7.8.5. The Bidder's nominated person/s will be required to undertake the following functions and/or services:
- 7.8.5.1. Designate in every Valuation Roll the usage of each property and in the case of Supplement Valuation Rolls, the relevance of Section 78 of the Act.
  - 7.8.5.2. Valuation of multiple purpose properties in terms of Section 9 of the Act and the review thereof.
  - 7.8.5.3. Compile valuations in terms of Section 7(1) of the Act and subject to the provisions of Section 30(2) of the Act, where applicable.
  - 7.8.5.4. Compliance with the provisions of Section 30 of the Act.
  - 7.8.5.5. Compile the Valuation Rolls as at the date of valuation in terms of Section 31 of the Act.
  - 7.8.5.6. Comply fully with Section 34 of the Act – Functions of Municipal Valuer.
  - 7.8.5.7. Comply with Section 36 of the Act – Assume responsibility for the performance of Data Collectors.
  - 7.8.5.8. Comply with Section 37 of the Act – delegation where applicable and if necessary.
  - 7.8.5.9. Comply with Section 39 of the Act – Qualification of Municipal Valuers.
  - 7.8.5.10. Comply with Section 40 of the Act – Prescribed declarations.
  - 7.8.5.11. Comply with Section 41 of the Act – Inspection of property within defined days and times.
  - 7.8.5.12. Comply with Section 42 of the Act – Access to information.
  - 7.8.5.13. Comply with Section 43 of the Act – Conduct of valuers.
  - 7.8.5.14. Comply with Section 44 of the Act – Protection of information.
  - 7.8.5.15. Comply with Section 45 of the Act – Valuation methodology and paragraph 3.2 hereof.
  - 7.8.5.16. Comply with Section 46 of the Act – General basis of valuation.
  - 7.8.5.17. Comply with Section 47 of the Act – Sectional Title Schemes
  - 7.8.5.18. Comply with Section 48 of the Act – Contents of Valuation Roll including any additional information that the Municipality may require in terms of this bidder.
  - 7.8.5.19. Comply with Section 51 of the Act – Objections will be received and recorded by the Municipality.
  - 7.8.5.20. Comply with Section 52(1)(3) – Compulsory review.
  - 7.8.5.21. Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
  - 7.8.5.22. Comply with Section 81 & 82 of the Act – The Bidder's Nominated Person/s) shall provide and make available all data and valuations for purposes of internal monitoring by the Municipality as well as monitoring by the MEC for Local Government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format determined by the Municipality. Subject to Section 81(1B) the municipal valuer must submit a monthly progress report as detailed in Section 34(Aa).
  - 7.8.5.23. Ensure compliance with Standard Chart of Accounts Regulation dated 22 April 2014 (mSCOA)

Signature		Name (print)	
Capacity		Date	
Name of firm			



**7.9. Defaults, penalties and retention**

- 7.9.1. It is a specific condition of this Bid that the Bidder is required to perform his task to acceptable standards and shall be obliged to meet the deadlines and specifications as determined by the Municipality.
- 7.9.2. In the event of the Bidder not conforming to the standards required by the Municipality as contained in the bid document, the Bidder shall be given thirty (30) days written notice to remedy such default failing which, the Municipality will be allowed to cancel this contract without further notice.
- 7.9.3. Serious default of this contract shall include, but not be limited to:
- 7.9.3.1. Non-compliance to submission dates;
  - 7.9.3.2. Breach of confidentiality and/or conflict of interest;
  - 7.9.3.3. Inadequate valuation performance in terms of Section 51 of 52 of the Act and/or the results of any Valuation Appeal Board herein arising from this bid document;
  - 7.9.3.4. Dishonesty; and
  - 7.9.3.5. Corruption
- 7.9.4. In the case of dishonesty or corruption, the Municipality may terminate this appointment with immediate effect on receipt of proof of a conviction. In all of the other events, the Municipality will give the Bidder thirty (30) days' notice to remedy such default, failing which the Municipality shall cancel this bid without further notice.
- 7.9.5. The Municipality shall in either situation of: inadequate valuation performance being suspected by the Municipality and/or inadequate valuation results arising from internal, provincial or national monitoring, have the right to appoint a registered professional valuer of not less than ten (10) years registration to act as an adjudicator on behalf of the Municipality to investigate their suspicion. Such person shall consider the merits of the allegations made by the Municipality.
- 7.9.6. The nominated person as well as the Bidder shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator.
- 7.9.7. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not. The findings of the adjudicator will be handed to the Municipality, the nominated person and Bidder. The Municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Bidder. The nominated person and/or Bidder shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Bidder and nominated person.
- 7.9.8. Should the Municipality suffer any losses as a result of the default of the Bidder and/or the nominated person/s, the Municipality shall further be entitled to recover all costs of damages, as well as the cost of re-appointing alternative valuers and other financial losses suffered by the Municipality, as a result of the default of the Bidder and/or the nominated person/s, for the Bidder.
- 7.9.9. The Municipality shall in addition to any of its other rights to claim damages from the Bidder, be entitled to enforce the penalties detailed in section 6.2 of this document.

**7.10. Penalties**

- 7.10.1. Upon failure to comply with deadlines as agreed upon in this contract, the valuer will be fined retrospectively to the agreed date on a daily basis to the amount of R10 000.00 (Ten thousand Rand) per day until the terms of the agreement have been fulfilled. This step will be enforced notwithstanding the Municipality's rights and remedies and the right to claim damages.

Signature		Name (print)	
Capacity		Date	
Name of firm			

7.10.2. Should it be apparent to the Municipality that, after the valuer has been advised in writing by the Municipality, the valuer is in default in complying with the deadlines as detailed in Section 7.24 of this bid document and that the valuer has failed to rectify such default within the amended time limit set by the Municipality, then in such event the Municipality shall be entitled to cancel the contract and appoint a substitute valuer. In such event, the valuer will supply the Municipality with all data collected in his possession and the Municipality reserves the right to offset any payment due to the valuer against the cost of appointing another person to fulfil the requirements of this bid. If the cause of delay is due to the Municipality not supplying the valuer with agreed data, or other delays caused by the Municipality themselves, then in such event, the Municipality shall not be entitled to enforce this clause.

#### 7.11. Retention

The Municipality shall retain an amount equal to ten per cent (10%) of all payments made. Such retentions shall be paid over to the valuer/contractor within twenty-one (21) days of the Final Delivery Certificate having been issued by the Municipality in terms of the definition hereof.

#### 7.12. Insurance

The Bidder must submit proof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 000 000.00 and Public Liability Insurance held by the Bidder for a minimum value of R5 000 000.00

#### 7.13. General valuation summary

7.13.1. This bid requires a General Valuation Roll to be compiled in terms of Section 34(b) of the Act together with the compilation of annual Supplementary Valuation Rolls.

7.13.2. The following is a summary of the estimated number of properties to be valued:

Item no	Description	Estimated no. of properties
1	Residential properties (excluding Sectional Titles and RDP)	23598
2	Residential Sectional Titles)	2251
3	RDP Houses	7000
4	Business and Commercial Properties (excludes Industrial and Sectional Titles)	1247
5	Business and Commercial Sectional Titles	327
6	Agricultural properties (including small holdings)	166
7	State owned – use for Public Service Purposes	364
8	Public Service Infrastructure (PSI)/Public Open Space (POS)	569
9	Public Benefit Organisations	151
10	Multiple purpose properties	72
11	Vacant Land	5312
12	Municipal properties (including vacant land, PSI, etc.)	2082
13	Protected Areas	174
14	Mining properties	1
<b>TOTAL ESTIMATED NUMBER OF ENTRIES</b>		<b>43314</b>
	Description	Number
15	Number of objections received (General Valuation & 2 years Supplementary Roll)	500
16	Number of appeals received (General Valuation & 2 years Supplementary Roll)	100
17	Preparation and consulting with professionals appointed by the Municipality for specific appeals	1
18	Attendance at appeals board meetings	40 hours
19	Valuations requested by the Municipality for other than rating purposes	60

Signature		Name (print)	
Capacity		Date	
Name of firm			

Item no	Description	Estimated no. of properties
20	Total additional copies of Valuation Roll requested from	1
<b>PLEASE NOTE: The abovementioned quantities are based on historical data: it only serves as indication of possible future requirements and must not be regarded as the actual quantities.</b>		

- 7.13.3. The Bidder shall base their bid on the estimated number of entries above. Upon submission of the certified General Valuation Roll by the contractor, an adjustment based on the actual number of entries as reflected in the Property Master will be made calculated on the type of category relating to the entry under item 1.1 to 1.20 of the Pricing Schedule hereof.

#### 7.14. Supplementary valuations

- 7.14.1. A Supplementary Valuation Roll must be compiled at least once a year for the periods:

7.14.1.1. 01 July 2022 to 30 June 2023

7.14.1.2. 01 July 2023 to 30 June 2024

7.14.1.3. 01 July 2024 to 30 June 2025

- 7.14.2. The Bidder will be required to submit a certified Supplementary Valuation Roll to the Municipal Manager no later than three (3) weeks after the end date as determined by the Municipality.

- 7.14.3. The Municipality will require that the Bidder maintain a register of all Supplementary Valuations in the course of being compiled by the Bidder.

- 7.14.4. All terms, conditions and references applicable to the compilation of the General Valuation Roll shall be applicable to the compilation of the Supplementary Valuation Rolls.

- 7.14.5. The cost of compiling Supplementary Valuation Rolls and the maintenance thereof shall be based on the fees as set out in the Pricing Schedule.

#### 7.15. Objections

The Bidder must comply with the provisions of Section 51, 52 and 53 of the Act. The cost of complying with the objection process is reflected in the Pricing Schedule.

#### 7.16. Appeals

The Bidder must attend all hearings of the Valuation Appeal Board. The cost of attending the hearings is reflected in the Pricing Schedule.

#### 7.17. Information and services to be provided by the Municipality and/or the bidder

- 7.17.1. Upon appointment, the Municipality will provide the Bidder with the following data:

7.17.1.1. Current General Valuation Roll.

7.17.1.2. Copies of all Supplementary Valuation Rolls.

7.17.1.3. Other available data such as field sheets, valuation records etc. (Immediately when these are available).

- 7.17.2. Data relating to the compilation of valuation rolls.

**Note:** If the Bidder decides to make use of aerial photography and/or satellite imagery, the cost of this must be included in the total Bid amount. Aerial photography and/or satellite imagery will not be supplied by the Municipality and the Municipality will not refund any costs that the Bidder might incur by obtaining these aids.

The Municipality will make the following data and information available to the Bidder.

- 7.17.2.1. General Valuation Roll

- Building plans
- Property information as recorded on the Municipal Billing System. Deeds information for certain properties (difficult cases/disputes).

Signature		Name (print)	
Capacity		Date	
Name of firm			

- c. Geographic Information Systems (GIS) maps and Surveyor General (SG) Codes.
- d. Copies of all consent use applications approved.
- e. Copies of all township applications, rezoning, subdivisions, consolidations and notaries approved by the Municipality.
- f. Copies of all policy decisions relating to immovable property within the Municipality.
- g. Lists of all new water & electricity connections for specified period.
- h. Development plans
- i. List of registrations/sales data for specified period.
- j. Monuments and heritage buildings.
- k. Occupation certificates where needed and available.
- l. Reports on properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements.
- m. Town planning schemes.
- n. Municipal Property Rates Policy

#### 7.17.2.2. Supplementary Valuation Rolls

- a. Monthly schedule of completed buildings, buildings & building plans.
- b. Deeds information downloads in respect of property changes
- c. GIS maps where needed
- d. Monthly copies of all consent use applications approved
- e. Monthly copies of all township applications approved
- f. Monthly copies of all township applications, rezoning, subdivisions, consolidations and notaries approved by the Municipality.
- g. Monthly copies of all policy decisions relating to immovable property within the Municipality
- h. Monthly list of all new registrations/sales data
- i. Monuments and heritage buildings declared from time to time
- j. Occupation certificates where needed and available
- k. Reports on properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements-on-going basis.
- l. With each approved Township Proclamation or opening of a Township Register: a copy of the proclamation notice, the amendment scheme and services agreement.
- m. Municipal Property Rates Policy

#### 7.18. Printing and binding of valuation rolls

The Bidder shall be responsible for providing **seven (7)** certified copies of the General and Supplementary Valuation Rolls. The Valuation Rolls shall be printed in A4 format, back to back, suburb by suburb and shall be appropriately indexed. The Valuation Rolls shall be spirally bound and each volume shall be numbered and contain a cover and back page. The printing and binding of the Valuation Rolls shall be for the account of the Bidder. In addition, the Bidder shall provide the Municipality with an electronic copy in Excel format as well as a PDF format of the Valuation Rolls on the date of submission of the printed versions. Additional copies of the General Calculation Roll and/or

Signature		Name (print)	
Capacity		Date	
Name of firm			

Supplementary Valuation Rolls will be supplied by the Bidder at a cost as indicated in the Pricing Schedule attached to this document.

#### 7.19. Valuation system

The Bidder must submit a detailed inventory on its computer systems and equipment to prove compliance with this bid.

#### 7.20. General

The Bidder must confirm to the Municipality that its valuation system will be adequately capable of producing the General and Supplementary Valuation Rolls. The minimum requirements of the Valuation System must be as follows: -

- 7.20.1. The Valuation System must be compatible with the SAMRAS financial system of the Municipality. Format as per mSCOA as referred to in section 7.3.7.
- 7.20.2. The Valuation System must have an audit trail and the system must be able to verify all data that has an influence on values.
- 7.20.3. It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
- 7.20.4. The Valuation System must be capable of recording objections and appeals and must reflect:
  - 7.20.4.1. Name of objector
  - 7.20.4.2. Name of owner
  - 7.20.4.3. Objection number
  - 7.20.4.4. Entry required by objection
  - 7.20.4.5. Decision of valuer
  - 7.20.4.6. Reasons of valuer
  - 7.20.4.7. Decision of Valuation Appeal Board
  - 7.20.4.8. Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.
- 7.20.5. The Valuation System must be capable of storing inter alia: Building plan data where used in the valuation process and all other pertinent data. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this bid, pertaining to that erf can be extracted by reference to that erf.
- 7.20.6. The Valuation System must also be able to extract property information e.g. information on the number of vacant properties, and other information that the Municipality may require for statistical purposes.

#### 7.21. Data collection and data collection system

- 7.21.1. The Bidder will be fully responsible to obtain all data necessary for the Bidder to compile the Valuation Roll and Supplementary Valuation Rolls.
- 7.21.2. The data collected by the Bidder must be capable of being checked, audited, verified and monitored.
- 7.21.3. The Municipality will establish or have established whether the standard of data collection is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognised South African bodies relating to the valuation profession.

Signature		Name (print)	
Capacity		Date	
Name of firm			

- 7.21.4. If the findings of the Municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give the Bidder thirty (30) days written notice setting out their findings and request the Bidder to rectify such default, failing which the Municipality shall be entitled to cancel the services of the Bidder.
- 7.21.5. The Bidder will be given the opportunity to explain to the Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by the Bidder.
- 7.21.6. **All data collected by the Bidder, regardless of the format, is the property of the Municipality.**
- 7.21.7. The collection of data on behalf of the Municipality is critical and vital in the determination of true and accurate municipal valuations.
- 7.21.8. Where the Bidder has made use of aerial photography and or satellite imagery utilises at his discretion and/or supplied by him either voluntarily or on behalf of the Municipality, such aerial photographs and/or satellite imagery will become the data of the Municipality and the Bidder shall have no lien thereon.
- 7.21.9. Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, the Bidder will be required to do a physical inspection of all properties in the jurisdiction of the Municipality.
- 7.21.10. In the case of each valuation, the following data will be collected and documented by the Bidder:
- a. Suburb
  - b. Erf number
  - c. Subdivision
  - d. Valuation
  - e. Account number
  - f. SG21 Code
  - g. Extent of property
  - h. Name of owner (including part owners)
  - i. Physical address of property
  - j. Postal address (where applicable)
  - k. Category (in term of section 8 of the Act and the Municipality's Rates Policy)
  - l. Multiple uses (if applicable)
  - m. Use of property
  - n. Market value of property
  - o. Date of purchase (where available)
  - p. Purchase price (where available)

#### 7.22. Data maintenance and disaster recovery plan

- 7.22.1. The Bidder shall ensure in writing that the data protection policy implemented by the Bidder is within the specifications and requirements of the Municipality for the full period of this contract. All data collected by the Bidder is the property of the Municipality. The Bidder will be required at all times to fully protect such data against theft, data corruption, data espionage and data loss and complies to the Protection of Personal Information (PoPI) Act.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 7.22.2. The maintenance and protection of data on behalf of the Municipality is crucial. The Bidder will ensure that all data protected and backed up is capable of being restored and re-installed into the Valuation System of either the Municipality or the Bidder in less than seven (7) working days from date of data disaster. The Bidder must have and relay their backup procedures and ensure that it aligns with that of the Municipality, inclusive of regular backup schedules, regular (at least quarterly) restore testing, and reports that report on such metrics.
- 7.22.3. Where the 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 the Municipality in a format specified by the Municipality.
- 7.22.4. The 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 in this document.
- 7.22.5. The Bidder will comply with the following minimum requirements for data protection and data recovery:
- The Bidder will ensure that all data collected manually on paper is scanned into PDF document "read only" format.
  - The Bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
  - The 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 Bidder will ensure that all servers hosting the documents referred to in this paragraph and schedule are protected and accessed at server level by the Bidder/s appointment network administrator's only.
  - The Bidder will ensure strong password protection at the administrator level on the servers referred to in this section and that it will comply with the Municipality's password settings and parameters, such as minimum length, complexity, lockout and retry thresholds.
  - The Bidder will ensure that all metadata stored in custom designed relational databased 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 document.
  - All data output from a relational database system will be provided and made available in an approved format to the Municipality.
  - The Bidder will ensure that all data is backed up on a daily basis and verified.
  - The Bidder will comply with all Municipal, ICT and Auditor General requests for information within the required times.

### 7.23. Data Transfer

- 7.23.1. Data must be compatible with the SAMRAS DB4 financial billing system and any requirements in terms of mSCOA as referred to in section 7.3.7.
- 7.23.2. Bulk data transfer must be made available to the Municipality in the format specified by the Municipality at any time.
- 7.23.3. The Bidder will ensure secure site protocols are enforced for all website/internet available data.

Signature		Name (print)	
Capacity		Date	
Name of firm			



**7.24. Key Task Functions**

- 7.24.1. The Bidder(s) will be required to follow the stages set out below and comply with the following deadlines with regards to the General Valuation Roll.
- 7.24.2. The Bidder must answer to any valuation related queries within one (1) day, after the query was sent to the Bidder by the Municipality.
- 7.24.3. Any changes in the deadlines are to be agreed upon by both parties and be confirmed in writing.

STAGE	DESCRIPTION	DEADLINE (DATE)
1	Initial data collection, property information on billing system, existing Valuation Roll download, establishment of master file, comparison between newly created property master and existing municipal valuation records.	15 July 2022
2	Obtain new data necessary to compile valuations: Includes inspection, data capture, sales, measurements, rentals, expense ratios, etc.	3 August 2022
3	Compile valuations	3 October 2022
4	Submission of the Draft General Valuation Roll: Monitoring of the roll by both the Bidder and the Municipality	2 November 2022
5	Correction to the Draft General Valuation Roll and Submission of the certified General Valuation Roll to the Municipal Manager	3 January 2023
6	Completion of the Objections process as prescribed in the Act	3 April 2023
7	Completion of the Appeals process as prescribed in the Act	30 June 2023
8	Implementation of the General Valuation Roll by the Municipality	01 July 2023
9	Submit all data or copies thereof to the Municipality and the issuing of a final delivery certificate	2 August 2023

**7.24.4. Requirements per stage**

Accurate data collection is critical during the duration of the entire contract. The Bidder will have to ensure that the data collected can be monitored and verified by the Municipality. 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 initial 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.

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

**7.24.4.1. STAGE 1: Initial Data Collection**

Obtain the following:

- Copy of the current General Valuation Roll.
- All Supplementary Valuation Rolls.
- Cadastral information.
- All the property information from the Municipal billing system.
- Download all data onto the Bidder's Valuation System and create property master.

Signature		Name (print)	
Capacity		Date	
Name of firm			

- f. Download other data in terms of Section 48(2).
- g. Order aerial/satellite photographs - not provided by the Municipality.

**7.24.4.2. STAGE 2: Obtaining New Data:**

This Stage includes inspections, measurements, extracting sales, completing field sheets, completing data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.

**7.24.4.3. STAGE 3: Valuation Compilation:**

Analysis of all data and compiling of valuations.

**7.24.4.4. STAGE 4: Submission of the Draft General Valuation Roll:**

The Draft General Valuation Roll must be internally monitored by both the Bidder and the Municipality.

**7.24.4.5. STAGE 5: Corrections to the Draft General Valuation Roll and Submission of the Certified General Valuation Roll to the Municipal Manager:**

The draft Valuation Roll must be amended and/or corrected if necessary after internal monitoring, both by the Bidder and the Municipality. This includes cross boundary monitoring within the Municipal area if applicable and a review of sales and valuations between date of commencement of the process and date of valuation.

After correcting the draft Valuation Roll, and after receiving confirmation from the Municipality that all is in order, the Bidder shall bind and certify the roll for submission to the Municipal Manager.

**7.24.4.6. STAGE 6: Completion of the Objections Process:**

The Bidder will be obliged to attend to the following:

- a. Receive objections in terms of Section 50(5) of the Act.
- b. Comply with Section 51 and where Section 52(1) is applicable, comply with Section 52(a) of the Act.
- c. Comply with Sections 53(1) and 53(3) of the Act.

**7.24.4.7. STAGE 7: Appeals Process:**

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

**7.24.4.8. STAGE 8: Implementation of the General Valuation Roll by the Municipality:**

The Bidder will be available during the week of 1 July 2023 and 2 weeks thereafter to answer any queries that might arise from the Municipality with regards to the implementation of the Valuation Roll.

**7.24.4.9. STAGE 9: Submission of all Data or Copies thereof to the Municipality & the Issuing of Final Delivery Certificate**

The Bidder will have to ensure that within 30 (thirty) days of the implementation of the General Valuation Roll and each Supplementary Valuation Roll and thereafter, that a copy of all data in their possession has been provided to the Municipality in both an electronic and hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

To enable the Municipality to issue a final delivery certificate, the Bidder shall issue a signed declaration that he has transferred copies of all data in electronic and hard copy format to the Municipality and will continue to do so at monthly intervals thereafter. The final delivery certificate will only be issued once Stages 1 – 8 have been completed to the satisfaction of the Municipality.

Signature		Name (print)	
Capacity		Date	
Name of firm			

**7.25. General**

- 7.25.1. Sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of the general valuation process.
- 7.25.2. Such analysis is to be fully documented and made available for internal and external monitoring purposes.
- 7.25.3. Records relating to rentals, vacancies, expense ratios, capitalization rates, construction costs and any other data that will have a bearing on the influence of market value are to be documented, recorded and analysed during the valuation process.
- 7.25.4. Sales are to be recorded and distinguished between vacant and improved sales.
- 7.25.5. 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.
- 7.25.6. Actual use and/or town planning zonings are to be reflected.
- 7.25.7. All data collected will be internally monitored, verified and checked by the Municipality on an ongoing basis.
- 7.25.8. The Municipality does not guarantee the accuracy or correctness of any data supplied to the Bidder and it is the responsibility of the Bidder to check and correct any such data supplied.
- 7.25.9. The Bidder must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 3.2 hereof. The valuation roll must be capable of being adapted to other systems of the Municipality.

**7.26. Payment.****7.26.1. General Valuation Roll:**

The Municipality will pay the Bidder on progress basis measured against performance of each stage with regards to the General Valuation Roll.

**Note:** First payment must be claimed after 1 July 2022 on any deliverables received.

Stage No	Description	%Payment of total bid amount for the General Valuation Roll	Payment on Completion	Payable in Interim Payments
1	Initial Data Collection (Refer to paragraph 7.24.3.1)	N/A	N/A	N/A
2	Obtaining new data (Refer to paragraph 7.24.3.2)	20	N/A	On certification and approval of progress by the Municipality. Payment of a pro-rata portion of the 20% to be calculated as a percentage (%) of properties completed and proof and information thereof received. (First payment to be claimed after 1 July 2022)
3	Valuation compilation (Refer to paragraph 7.24.3.3)	20	N/A	On certification and approval of progress by the Municipality. Payment of a pro-rata portion of the 20% to be calculated as a percentage (5) of properties completed and proof and information thereof received. (First payment to be claimed after 1 July 2022.)
4	Submission of the draft General Valuation Roll (Refer to paragraph 7.24.3.4)	10	√	N/A

Signature		Name (print)	
Capacity		Date	
Name of firm			

Stage No	Description	%Payment of total bid amount for the General Valuation Roll	Payment on Completion	Payable in Interim Payments
5	Corrections to Draft Roll and Submission of the certified General Valuation Roll to the Municipal Manager (Refer to paragraph 7.24.3.5)	20	✓	N/A
6	Completion of the Objections process (Refer to paragraph 7.24.3.6)	10	✓	N/A
7	Valuation appeal board hearings (Refer to paragraph 7.24.3.7)	10	✓	N/A
8	Implementation of Valuation Roll by the Municipality of a final delivery certificate (Refer to paragraph 7.24.3.8)	N/A	N/A	N/A
9	Submission of data to the Municipality and issuing by the Municipality of a final delivery certificate (Refer to paragraph 7.24.3.9)	10	✓	N/A

#### 7.26.2. Supplementary Valuation Rolls

Stage no.	Description	Payable on Completion
1	Submission of the certified Supplementary Valuation Rolls	Payment as per the Pricing Schedule less 10% of the total amount due.
2	Completion of the Objection of the Objections process	Payment as per the Pricing Schedule less 10% of the total amount due.
3	Completion of the Appeals process	Payment as per the Pricing Schedule less 10 % of the total amount due.
4	Submission of all updated data to the Municipality	Payment of the 10% withheld in Stages 1 – 3

Please note that 10% of all payments due in Stages 1 – 3 will be withheld and paid during stage 4.

#### 7.27. Methodology and Time Frame

A proposed project work plan must be provided with the Bidder submission, which must be of sufficient detail (but preferably not more than 2 pages in length) to indicate that the project brief has been understood. The Bidder must indicate the approach and methodology that they intend following in order to reach the required outcome within the specified time frames.

#### 7.28. Allocation of Resources

The Bidder must indicate what IT & HR resources they have available. Proof of acceptable IT infrastructure must be attached hereto and proof of sufficient and capable human resources to complete the projects must be attached hereto.

Signature		Name (print)	
Capacity		Date	
Name of firm			

**8. INFORMATION TO BE PROVIDED BY THE BIDDER**

- 8.1. Completed schedules included in bid document
- 8.2. Annual Financial Statements
- 8.3. Proof of Professional Indemnity Insurance to the value of R1m
- 8.4. Proof of Public Liability Insurance to the value of R5m
- 8.5. Membership certificates, e.g. proof of registration with the SA Council for the Property Valuers Profession.
- 8.6. Proof of qualification of bidder

**9. PRICING**

- 9.1. In the case where there is a discrepancy or arithmetical errors, the Total Price and line item will be corrected.

Signature		Name (print)	
Capacity		Date	
Name of firm			

### 19. SCHEDULE OF SOCIAL RESPONSIBILITY PROJECTS

1. As part of the tender condition's bidders must participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects in paragraph 3 below.
2. The Tenderer's proposed implementation of socially responsible projects must be provided to determine whether the Municipality's procurement is socially responsible.
3. Tenders can propose the following socio-economic project practices for consideration or identify additional projects:
  - 3.1. On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people;
  - 3.2. Young women / mothers' upliftment / leadership programme;
  - 3.3. Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;
  - 3.4. Financial support / bursaries to previously disadvantaged youth;
  - 3.5. Youth leadership and empowerment projects;
  - 3.6. Early childhood development;
  - 3.7. Projects can be in collaboration with Local Community Based Organisations (CBOs), Non-Government Organisation (NGOs) and relevant local institutions;
  - 3.8. Business skills and enterprise support including mentoring of local enterprises; and
  - 3.9. Development of Parks and open spaces.

We hereby certify that it is our intention to implement the following social responsibility project(s) within the Overstrand Municipal area during the duration of this contract:

#	Description of Project	Designated Group and Community to be benefitting	Proposed Schedule of Implementation	Estimated monetary value of project (Including VAT)
1.				
2.				

MUNISIPALITEIT



MUNICIPALITY

#	Description of Project	Designated Group and Community to be benefitting	Proposed Schedule of Implementation	Estimated monetary value of project (Including VAT)
3.				
4.				
5.				

Number of pages attached to this page:

I, the undersigned, who warrants that I am duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule and attachments hereto are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



**20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER**

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
2.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
3.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
4.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					

Attach more pages if necessary.

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

## 21. PRICING SCHEDULE

### NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

					INDICATE WITH AN 'X'				
<b>Are you/is the firm a registered VAT Vendor</b>					<b>YES</b>		<b>NO</b>		
<b>If "YES", please provide VAT number</b>									

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Overstrand Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overstrand Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

### PRICING SCHEDULE:

**PLEASE COMPLETE PRICING SCHEDULE ON NEXT PAGE:**

Signature		Name (print)	
Capacity		Date	
Name of firm			

Item #	Description	How to Bid	Rate per entry	Quantity	Total (Incl. VAT)
1	<b>General Valuation Roll</b>				
1.1	Residential properties (excluding Sectional Titles and RDP)	Rate per entry		23598	
1.2	Residential Sectional Titles	Rate per entry		2251	
1.3	RDP Houses	Rate per entry		7000	
1.4	Business and Commercial Properties (excluding Industrial and Sectional Titles)	Rate per entry		1247	
1.5	Business and Commercial Sectional Titles	Rate per entry		327	
1.6	Agricultural properties (Farms used for agricultural or other purposes, including small holdings)	Rate per entry		166	
1.7	State owned – use for Public Service Purposes	Rate per entry		364	
1.8	Public Service Infrastructure (PSI) / Public Open Space (POS)	Rate per entry		569	
1.9	Public Benefit Organisations	Rate per entry		151	
1.10	Multiple purpose properties	Rate per entry		72	
1.11	Vacant Land	Rate per entry		5312	
1.12	Municipal properties (including vacant land, PSI, etc)	Rate per entry		2082	
1.13	Protected Areas (Nature Conservation areas)	Rate per entry		174	
1.14	Mining properties	Rate per entry		1	

Signature		Name (print)	
Capacity		Date	
Name of firm			

Item #	Description	How to Bid	Rate per entry	Quantity	Total (Incl. VAT)
2	<b>Supplementary Valuations</b>				
2.1	<b>*Supplementary Valuations</b> (Including Section 53 (3) of the Act: If the appeal board amends or revokes the decision, the chairperson of the appeal board and the valuer of the Municipality must ensure that the valuation roll is adjusted in accordance with the decisions taken by the appeal board)	Rate per entry		100	
2.2	<b>*Objections:</b> Section 51 of the Act: Processing of objections (a) consider objections in accordance with a procedure that may be prescribed; (b) decide objections on facts, including the submissions of an objector, and, if the objector is not the owner, of the owner; and (c) adjust or add to the valuation roll in accordance with any decisions taken.	Per objection		500	
3	<b>Appeal Board Hearings</b>				
3.1	*Preparation and consulting with professionals appointed by the Municipality for <b>specific appeals</b>	Per valuer per hour		1 hours	
3.2	*Attendance at appeals board meetings	Per valuer per hour		40 hours	
4	<b>*Valuations requested by the Municipality for other than rating purposes</b>	Rate per valuation		60	
5	<b>*Additional copies of Valuation Roll</b>	Per additional copy		1	

Please note:

The tender will be evaluated on the total Estimated amount. The rates per item will be awarded .

Signature		Name (print)	
Capacity		Date	
Name of firm			

## 22. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

### NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

### PART 1 (to be completed by the TENDERER)

1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **SC2259/2021**; at the price(s) as per pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:  
 Bidding documents, viz
  - (a) Invitation to bid
  - (b) Tax clearance certificate
  - (c) Pricing schedule(s)
  - (d) Filled in task directive/proposal
  - (e) Preference claims in terms of the Preferential Procurement Regulations 2017
  - (f) Declaration of interest
  - (g) Special Conditions of Contract; and
  - (h) General Conditions of Contract.
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1:		WITNESS 2:	
DATE:			

Signature		Name (print)	
Capacity		Date	
Name of firm			

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (to be completed by OVERSTRAND MUNICIPALITY)**

1. I, \_\_\_\_\_,  
 in my capacity as \_\_\_\_\_,  
 accept your bid under reference number \_\_\_\_\_ dated \_\_\_\_\_,  
 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY**

SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

### 23. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	





## PART C – DATABASE REGISTRATION

<b>A</b>	If you are a bidder, <b>DULY REGISTERED</b> as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, <b>COMPLETE THIS SECTION</b>		
<b>SCM DATABASE REGISTRATION NUMBER</b>		<b>SC</b>	
<b>NAME OF FIRM</b>			
<b>SIGNATURE</b>		<b>CAPACITY</b>	
<b>NAME (PRINT)</b>			

<b>B</b>	If you are a bidder, <b>NOT DULY REGISTERED</b> as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:
1	Database Registration Form
2	Questionnaire For Preferential Procurement Policy
3	Declaration By Supplier
4	National Small Business Act No. 102 Of 1996 Classification
5	Documents Required
6	Nature Of Operations, Products Or Services
7	Credit Order Instruction



## FOR OFFICE USE ONLY


<b>FORMS REMOVED &amp; HANDED TO DATABASE OFFICIAL</b>					
1	Database Registration Form	Yes		No	
2	Questionnaire For Preferential Procurement Policy	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
3	Declaration By Supplier	Yes		No	
4	National Small Business Act No. 102 Of 1996 Classification	Yes		No	
5	Nature Of Operations, Products Or Services	Yes		No	
6	Credit Order Instruction	Yes		No	
7	<b>Documents Required:</b>				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
8.	<b>LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:</b>				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	<b>Removed</b>	<b>Checked</b>			
<b>Print Name</b>					
<b>Signature</b>					
<b>Date</b>					

DATABASE REGISTRATION FORM

VAT/BTW REG. NO: 4140106396

www.overstrand.gov.za

OM-C1

<b>HERMANUS</b> Magnoliastraat 1 Magnolia Street ☎ 20 7200 Tel. 028 313 8152 Faks/Fax. 086 533 9190		<b>HANGKLIP-KLEINMOND</b> 5de Laan 39 5th Avenue Privaatsak X3 Private Bag 7195 Tel. 028 271 8400 Faks/Fax. 028 271 4100				<b>STANFORD</b> Queen Victoriastraat 15 Queen Victoria Street ☎ 84 7210 Tel. 028 341 0640 Faks/Fax. 028 341 0445		<b>GANSBAAI</b> Hoofstraat Main Road ☎ 26 7220 Tel. 028 384 0111 Faks/Fax. 028 384 0241			
<b>KREDITEURE:</b> Registrasie op databasis ingevolge:		1. Wet op die Raamwerk vir Voorkeurverkrigingsbeleid, 2000 (Wet No. 5 van 2000) (Staat Kennisgewing No.97 van 03 Februarie 2000 – Staatskoerant No. 20854) 2. Voorkeurverkrigingsregulasies (No. R.725 van 10 Augustus 2001) uitgevaardig ingevolge bogemelde Wet (Staatskoerant No. 22549) 3. <b>Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003</b>									
<b>CREDITORS:</b> Registration on data base in terms of:		1. Preferential Procurement Policy Framework Act No. 5 Of 2000 (Government Notice No.97 van 03 February 2000 – Government Gazette No. 20854) 2. Preferential Procurement Regulations (No. R.725 of 10 August 2001) promulgated in terms of abovementioned Act (Government Gazette No. 22549) 3. Local Government: Municipal Finance Management Act No. 56 Of 2003									
<b>ABANTU ENINAMATYALA KUBO:</b> Ubhaliso kuluhlu ngokwemiqathango:		1. Yobume benkqubo ekhethekileyo yokufumana Umthetho ongumombolo 5 ka-2000 (Isaziso sikaRhulumente esingumombolo 97 we-3 kaFebruwari 2000-lphepha-ndaba lombuso likaRhulumente umombolo 20854) 2. Imithetho yenkqubo ekhethekileyo yokufumana (Nombolo R725 ka-Agasti 2001) umthetho owaziswe ngokubhekiselele ngumthetho ongasesitha (lphepha-ndaba lombuso likaRhulumente elingumombolo 22549) 3. <b>Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongumombolo 56 ka-2003</b>									
Handelsnaam van onderneming Trade name of enterprise Igama leshishini											
Posadres / Postal address Idilesi yeposi											
Plaasnaam/Besigheid straat adres / Name of Farm/Business street address / Igama lefama/idilesi yesitrato soshishino											
Aard van bedrywigheid wat beoefen word / Nature of activities conducted / Uhlobo lwemisebenzi eyenziwayo necandelo											
Tipe onderneming (Merk met X) / Type of enterprise (Mark with X) / Uhlobo loshishino (Phawula ngo-X)		1	Eenmansaak / Sole Proprietor/ Ushishino lomntu omnye	2	Vennootskap/ Partnership/ Uthelelwano	3	Openbare Sektor / Public Sector / Icandelo lomntu wonke	4	Maatskappy/Beslote Korporasie / Company /Close Corporation / Inkampani/mbumba evalekileyo	5	Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, itirasti, njl-njl.
CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)											
BTW nommer / VAT number/ inombolo ye-VAT											
Inkomstebelastingverwysingsnommer van persoon/onderneming in 1. / Income Tax reference number of person/enterprise in 1. / Inombolo yesalathiso serhafu yengeniso yomntu/yoshishino olubalulwa ku-1.											
Indien u nie vir enige van bogenoemde geregistreer is nie, meld redes: / If you are not registered for any of the above, furnish reasons: / Xa ungabhaliselanga nayiphi na into kwezi zingaphezulu, nika izizathu:											
CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)											
<b>Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / Iinkukacha zomntu othatha uxanduva okanye zomnini</b>											
Van / Surname / Ifani											
Voornaam / First name / Amagama											
Hoedanigheid / Designation / Ubume emsebenzini											
<b>Besonderhede van skakelbeampte / Particulars of liaison officer / Iinkukacha zomntu womanyano (Umntu onika iimbuyiselo)</b>											
Voorletters en van / Initials and surname / Oonobumba bokuqala bamagama nefani											
Hoedanigheid/Designation/Ubume omsebenzi											
Selfoon / Cell phone / Iselfoni											
Telefoon nr./Telephone no. /inombolo yefoni											
Faksnr. / Fax no. / Inombolo yeFeksi											
e-pos adres / e-mail address / I-meyile											
Meld taalvoorkeur / Indicate language preference		Afrikaans				English					
Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndxela ukuba incukacha ezinikiweyo apha ziyinyaniso kwaye zilungile.											
Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Utyikityo lomntu othathela uxanduva le ngxelo.											
Naam / Name / Igama		Hoedanigheid / Designation / Ubume emsebenzini				Datum / Date / Umhla					

PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY

## PREFERENTIAL PROCUREMENT REGULATIONS 2017

## 1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 1.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 1.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 1.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 2 BID DECLARATION

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

## 2.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

2.1.1.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate

2.1.1.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)

*(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).*

3	Persentasie aandeelhouing van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	In/Ngaphakathi Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina
--	------------------------------------

## DECLARATION BY SUPPLIER

1.	This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.			
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have: <ul style="list-style-type: none"> <li>(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;</li> <li>(ii) been convicted for fraud or corruption during the past five years;</li> <li>(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;</li> <li>(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or</li> <li>(v) 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).</li> </ul>			
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	If so, furnish particulars.			

<b>3.10</b>	Is the supplier 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)?	YES		NO	
<b>3.10.1</b>	<b>If so, furnish particulars.</b>				
<b>3.11</b>	Was the supplier 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		NO	
<b>3.11.1</b>	<b>If so, furnish particulars.</b>				
<b>3.12</b>	Does the supplier 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		NO	
<b>3.12.1</b>	<b>If so, furnish particulars.</b>				
<b>3.13</b>	Was any contract between the supplier 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		NO	
<b>3.13.1</b>	<b>If so, furnish particulars.</b>				

**CERTIFICATION**

I, the undersigned, \_\_\_\_\_, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

<b>Signature</b>	<b>Position</b>	<b>Date</b>

\* MSCM Regulations: "in the service of the state" means to be –

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

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>_____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
---	---

ETHICS COMMITMENT FOR SUPPLIERS OF THE OVERSTRAND LOCAL MUNICIPALITY	
<p><b>In our dealings with the Overstrand Local Municipality we commit to uphold high standards of ethics. Among other things this means:</b></p>	
<ul style="list-style-type: none"> <li>• We will be honest and deal in good faith;</li> <li>• We will not improperly try to influence any municipal official or decision; We will avoid all conflicts of interest;</li> <li>• We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks); We will not give gifts to municipal officials or councillors;</li> <li>• We will not be involved in collusion with other service providers (i.e. price-fixing);</li> <li>• We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in B-BBEE fronting).</li> <li>• We will ensure and take accountability to keep our database records up to date, avoiding misrepresentation.</li> <li>• We will ensure to comply with legislative requirements applicable.</li> <li>• We will inform the Overstrand of any unethical behaviour known, either from other suppliers or Overstrand officials, supported by the protection of our Whistle Blowing policy.</li> <li>• We will contribute by all means necessary, in building a positive ethical culture in the Overstrand.</li> </ul>	
<p><b>This is our commitment to help build an ethical Overstrand.</b></p>	
<b>Name of Company:</b>	
<b>Name of authorised person:</b>	
<b>Signature:</b>	
<b>Date:</b>	

Please provide the following information on ALL directors / shareholders / trustees / members below:			
Full Name and Surname	Full Name and Surname	Full Name and Surname	Full Name and Surname



### MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY** (To be signed in the presence of a Commissioner of Oaths)

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY** (To be signed in the presence of a Commissioner of Oaths)

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

#### FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p align="center"><b>Apply official stamp of authority on this page:</b></p>
---	--

## National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"			Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

**NATURE OF OPERATIONS, PRODUCTS OR SERVICES**

Please list the products/services provided by your enterprise under the appropriate headings.

Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box ✓ and (i.e. nature of operations, products or services):

<b>PRIMARY FUNCTION:</b>		<b>SECONDARY FUNCTION:</b>	
<b>PRODUCTS</b>		<b>PRODUCTS</b>	
<b>SERVICES</b>		<b>SERVICES</b>	
<b>LABOUR</b>		<b>LABOUR</b>	
<b>EQUIPMENT</b>		<b>EQUIPMENT</b>	



DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officer's Board	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable – For security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:

BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			