

Munisipale Kantoor
 Privaatsak X12
VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Faks No.(022) 715-1304



Municipal Offices
 Private Bag X12
VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Fax No.(022) 715-1304

TENDER DOCUMENT

TENDER NUMBER	SBM 08/24/25
TENDER DESCRIPTION	COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 01 JULY 2026 TO 30 JUNE 2030 FOR SALDANHA BAY MUNICIPALITY.
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CSD NUMBER	

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
CLOSING DATE	11 OCTOBER 2024	CLOSING TIME	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Rosaire Farmer
Tel: 022 701 6945
Email: rosaire.farmer@sbm.gov.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS
MAY BE DIRECTED TO:**

Contact Person: Athenkosi Gwanya
Tel: 022 701 6843
Email: athenkosi.gwanya@sbm.gov.za

INSTRUCTION: HANDLING OF TENDER DOCUMENT

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Tenders generated from e-Tender:

E-TENDER DECLARATION

It is compulsory to confirm "Yes" or "No" on all line items

Yes/No

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bind securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the Tender document on both sides to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

SIGNATURE OF TENDERER

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT ☒

- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms.
- ☐ Certified copy of director/s municipal account/s.
- ☐ Registration with professional body (If applicable).
- ☐ Samples Provided (If applicable).
- ☐ All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- ☐ Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- ☐ Proof for claiming points for locality as required in MBD 6.1.
- ☐ Tax-compliant status on CSD.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: _____ Signature: _____

Capacity: _____

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PART A: INVITATION AND GENERAL INSTRUCTION**1. ADVERTISEMENT****SALDANHABAAI MUNISIPALITEIT****TENDER NOMMER: SBM 08/24/25****TENDER BESKRYWING: SAMESTELLING EN ONDERHOUD VAN DIE ALGEMENE WAARDASIE ROL EN AANVULLENDE WAARDASIE ROLLE VIR SALDANHABAAI MUNISIPALITEIT VIR DIE FINANSIËLE JARE 01 JULIE 2026 TOT 30 JUNIE 2030.**

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. Rosaire Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 09 September 2024.**

Indien tenders verkry word, moet 'n nie-terugbetaalbare tender deposito van R278.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae: Athenkosi Gwanya

E-pos: athenkosi.gwanya@sbm.gov.za

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word **voor 12H00 op Vrydag, 11 Oktober 2024** en moet in 'n gesëelde kovert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Funksionaliteit sal gebruik word as maatstaf om in aanmerking te kom vir die tender. Dit hou verband met die tenderaar se vermoë om 'n gehalte diens aan die munisipaliteit te verskaf. Die tenderaar se ondervinding en ander kriteria sal geëvalueer word. Tenderaars wat dus nie voldoen aan die kriteria nie sal dus nie oorweeg word vir verdere evaluering nie.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R7/5-24, van 23 Mei 2024 sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
 Saldanhabaai Munisipaliteit
 Privaatsak X12
 VREDENBURG
 7380

SALDANHA BAY MUNICIPALITY**TENDER NUMBER: SBM 08/24/25****TENDER DESCRIPTION: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 01 JULY 2026 TO 30 JUNE 2030 FOR SALDANHA BAY MUNICIPALITY.**

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. Rosaire Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 09 September 2024.**

If tenders are collected, a non-refundable tender deposit of R 278.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries: Athenkosi Gwanya

Email: athenkosi.gwanya@sbm.gov.za

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, **before 12H00 on Friday, 11 October 2024** in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

Functionality will be evaluated as an eligibility criterion. The eligibility criteria relate to the bidder's ability to provide a quality service to the municipality. The Bidder's experience and other criteria will be evaluated. Bidders scoring less than the minimum points will not meet the eligibility criteria and will therefore not be considered for further evaluation.

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.

The 80/20 preference point system as contained in the Preferential Procurement Policy, R7/5-24, of 23 May 2024 will be used in the adjudication of this tender.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
 Saldanha Bay Municipality
 Private Bag X 12
 VREDENBURG
 7380

2. INSTRUCTION TO TENDERER:**2.1 General and Special Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

2.6 Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned.
- b) Tender documents may not be retyped.
- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

- d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.
- g) If a document is electronically completed, NO ALTERATIONS OR AMENDMENTS may be made to the content of the tender document. ALTERATIONS OR AMENDMENTS to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

2.7 Compulsory Documentation

2.7.1 Income Tax Clearance Certificate

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

2.7.2 Construction Industry Development Board (CIDB)

When applicable, a copy of the bidder's registration and grading certificate with the CIDB must be included with the tender.

2.7.3 Municipal Rates, Taxes and Charges

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

2.8 Authorized Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

2.12 Submission of Tender

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the **tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg by not later than 12H00 on the specified closing date.**
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

2.14 Contact with Municipality after Tender Closure Date

- a) Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
- b) If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality.

- c) Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.15 Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R7/5-24, of 23 May 2024, as well as the Municipality's Supply Chain Management Policy.

- a) B-BBEE
- Original or originally certified B-BBEE certificate or Affidavit.
- b) Locality
- i) Where the tenderer is the owner of the property:
- ii) The municipal account must be registered in the trading name of owner of the property, for example:
- Partnership (Lead company according to agreement).
 - Joint Venture (Lead company according to agreements and where daily operations are done).
 - Close Corporation (name of the CC).
 - Public Company "Limited or Ltd" (name of the company).
 - Private company / Proprietary company / (Pty) Ltd (name of the company).
 - Non-Profit Company "NPC" (name of the company).
 - State Owned Company "SOC" (name of the SOC).
 - In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.
 - In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.
- c) Where the tenderer is not the owner of the property:
- i) Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
 - OR
- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - ✓ That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.
 - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - ✓ The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
 - ✓ If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
 - ✓ The owner of the property must confirm the following:
 - ✓ That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.
 - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
 - ✓ The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
 - ✓ If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
 - ✓ NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

- d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:
- i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
 - ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS ARE NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.21 Wrong Information Furnished

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 proved to have been incorrect, the Municipality may, in addition to any other legal remedy it 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.

2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Rosaire Farmer, Tel: 022 701 6945 or e-mail rosaire.farmer@sbm.gov.za. Enquiries regarding the specifications may be addressed Athenkosi Gwanya, Tel: 022 701 6843 or email at athenkosi.gwanya@sbm.gov.za.

2.23 Submission of Invoices:

Where the value of an intended contract will exceed R 1 000 000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors **MUST** bear the following information:

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)**3. MBD 1: INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS OF BUSINESS					
STREET ADDRESS OF BUSINESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN		OR	CSD No	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT	Yes	No	CONTRIBUTOR FACTOR (1 – 10)		
[TICK APPLICABLE BOX]					
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.					
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF					
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)		ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (If yes, answer 3)	
CRS no	TOTAL BID PRICE (Brought forward)			R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		DEPARTMENT	Finance	
CONTACT PERSON	Rosaire Farmer		CONTACT PERSON	Athenkosi Gwanya	
TELEPHONE NUMBER	022 701 6945		TELEPHONE NUMBER	022 701 6843	
E-MAIL ADDRESS	rosaire.farmer@sbm.gov.za		E-MAIL ADDRESS	athenkosi.gwanya@sbm.gov.za	

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R7/5-24, OF 23 MAY 2024, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

4. MBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST												
1.	No bid will be accepted from persons in the service of the state*.											
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.											
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.											
3.1.	Full Name of bidder or his / her representative:											
3.2.	Identity number:											
3.3.	Position occupied in the Company (director, trustee, shareholder ²)											
3.4.	Company Registration Number:											
3.5.	Tax Reference Number:											
3.6.	VAT Registration Number:											
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.											
3.8.	Are you presently in the service of the state*											YES / NO
3.8.1.	If yes, furnish particulars.											
3.9.	Have you been in the service of the state for the past twelve months?											YES / NO
3.9.1.	If so, furnish particulars.											
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?											YES / NO
3.10.1.	If so, state particulars.											

3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1.	If so, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number
CERTIFICATION			

I 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.

NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	

¹MSCM 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 or 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 entity; or
f)	an employee of Parliament or a provincial legislature.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

5. MBD 6.1 (PRERENCE POINTS CLAIM FORM)

MBD 6.1 (PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM)

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

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to tender:

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

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

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 BBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

1.4.1 B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 LOCALITY

Failure on the part of tenderer to submit the following:

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

NOTE: SEE INSTRUCTION TO TENDER (PARAGRAPH 2.17) ON COMPLETE DOCUMENTS THAT MUST BE SUBMITTED.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"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;
- (d) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.2 LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: _____

7.2 Company registration number: _____

7.3 VAT registration number: _____

7.4 Type of company / firm:

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

[TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

6. MBD 8: BIDDER'S PAST PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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

☐

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:

Mr. / Mrs

Director 2 Address:

Mr. / Mrs

Director 3 Address:

Mr. / Mrs

Director 4 Address:

Mr. / Mrs

Director 5 Address:

Mr. / Mrs

Director 6 Address:

Mr. / Mrs

Director 7 Address:

Mr. / Mrs

Director 8 Address:

Mr. / Mrs

Director 9 Address:

Mr. / Mrs

Director 10 Address:

Mr. / Mrs

Director 11 Address:

Mr. / Mrs

Director 12 Address:

Mr. / Mrs

Attach page if space insufficient.

7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.
11. 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.

12. 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.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

8. CENTRAL SUPPLIER DATABASE (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. S. Arendse at 022 701 6940.

CSD registration number (if registered):

PART C: CONDITIONS OF CONTRACT

9. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010)

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form 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.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk.
- Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

14. Spare parts

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

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

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid.

Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction;

(iii) The period of restriction; and

(iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

23.7 The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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.

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation.

No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein;

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

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order.

Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

10. SPECIAL CONDITIONS OF CONTRACT

1. It is compulsory for Tenderers to attain a minimum score of 80 points for the functionality in order to be further evaluated in terms of the preference point's system.

11. AUTHORITY TO SIGN BID

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

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

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th 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.

12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES
(MBD7.2)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number **SBM 08/24/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Policy adopted by Council on R7/5-24, of 23 May 2024;
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
accept your bid under reference number **SBM 08/24/25** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

DATE

PART D: SPECIFICATIONS**13. FUNCTIONALITY AND SPECIFICATIONS:****13.1 FUNCTIONALITY CRITERIA AND WEIGHTING**

Functionality is applicable to this Tender. Tenderers are required to attain a minimum score of 80 points for the functionality in order to be further evaluated in terms of the preference point's system. Functionality shall be scored independently by not less than three (3) evaluators in accordance with the following schedule:

Evaluation Criteria		Points	Maximum points attainable	Points awarded
Municipal Valuer	General Valuation Experience			
	0-5 years	5	20	
	6-10 years	10		
	>10 years	20		
	Number of General Valuations completed			
	1-2 General Valuations completed for municipalities with 20 000 or more properties	5	15	
	3-5 General Valuations completed for municipalities with 20 000 or more properties	10		
	>5 General Valuations completed for municipalities with 20 000 or more properties	15		
Municipal Substitute Valuer	General Valuation Experience			
	0-5 years	5	20	
	6-10 years	10		
	>10 years	20		
	Number of General Valuations completed			
	1-2 General Valuations completed for municipalities with 20 000 or more properties	5	15	
	3-5 General Valuations completed for municipalities with 20 000 or more properties	10		
	>5 General Valuations completed for municipalities with 20 000 or more properties	15		
% of appeals upheld by the VAB on the latest General Valuation completed (Refer to schedule 9 for POE to be submitted)				
>30% upheld	10	30		
10% - 30% upheld	20			
<10% upheld	30			
Total			100	

1. SCOPE OF WORKS

Saldanha Bay Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Local Government: Municipal Property Rates Act, No 6 of 2004 (hereafter referred to as the Act), for all areas within its area of jurisdiction.

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

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

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

The Tenderer will be required to prepare a project plan in terms of section 17 of the tender specifications and to adhere to the time schedules detailed therein.

Saldanha Bay Municipality will provide the Tenderer with certain data as detailed in section 13 of the tender document.

Any further data or information required fulfilling the requirements of Act 6 of 2004 and the specific requirements of the municipality shall be for the sole account and responsibility of the Tenderer.

2. QUALIFICATION OF MUNICIPAL VALUER

The Municipality requires the appointment of a Municipal Valuer.

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

In terms of Section 33 of the Act, the tenderer must nominate the persons to be designated as the Municipal Valuer as well as a substitute Municipal Valuer, by completing Annexures A and B of the tender document. Should assistant valuers be required, Annexure C should also be completed.

The municipality reserves the right to fully investigate the qualifications, experience and performance of the Tenderer(s) nominated person/s in terms of Annexures A, B & C.

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

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

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

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of Annexures A, B and C, bind themselves jointly and severally with Tenderer to fulfill all terms and conditions of this Tender together with all schedules.

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

3. SERVICES REQUIRED

The Tenderer will be required to compile a General Valuation Roll and Supplementary Valuation Rolls for the period 01 July 2026 to 30 June 2030.

In addition to compiling the said valuation rolls, the tenderer will be required to assist municipality in:

- (1) The revision of the Rates Policy in terms of the Act regarding valuation matters.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attending to Valuation Enquiries on behalf of the municipality.
- (4) Integration of valuation rolls into financial system and current GIS platform used by the municipality.

The Tenderer will be required to comply with the requirements of the Local Government: Municipal Property Rates Act, No. 6 of 2004 and any regulations made in terms of section 83 of the Act.

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

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

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

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

Accordingly, the Tenderer will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000 and that such manual will be attached under Schedule 6 hereof.

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

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

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

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

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

Such information may only be disclosed in terms of Section 44 of the Act.

5. CONFIDENTIALITY

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

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

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

6. PENALTIES AND DEFAULTS

6.1 DEFAULTS

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

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

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

- Non-compliance to submission dates;
- Breach of confidentiality and/or conflict of interest;
- Inadequate valuation performance in terms of sections 51 and 52 of the Act and/or the results of any Valuation Appeal Board arising from this tender;

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

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

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

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

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

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

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

6.2 PENALTIES

Upon failure to comply with deadlines as agreed upon in this contract, the tenderer will be fined retrospectively to the agreed date on a daily basis to the amount of **R 10 000-00 (ten thousand rand)** per day until the terms of the agreement have been fulfilled. This step will take place notwithstanding the municipality's rights and remedies and the right to claim damages.

Should it be apparent to the municipality that after the Tenderer has been advised in writing by the municipality that the Tenderer is in default in complying with the deadlines of either stage 1 or 2 and that the Tenderer has failed to rectify such default within the amended time limit set by municipality, then in such event the municipality shall be entitled to cancel the contract and appoint a substitute Tenderer.

In such event, the Tenderer will supply the municipality with all data collected in his possession and the municipality reserves the right to offset any payment due to the Tenderer against the cost of appointing another person to fulfill the requirements of this tender. If the cause of delay is due to the municipality not supplying the Tenderer with agreed data, or other delays caused

by the municipality themselves, then in such event, the municipality shall not be entitled to enforce this clause.

7. INSURANCE

The Tenderer shall submit proof in terms of Schedule 5 hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R3 000 000 and Public Liability Insurance held by the tenderer for a minimum value of R1 000 000.

8. VALUATION SUMMARY

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

The following is an approximate summary of the number of entries based on the current Valuation Roll.

DESCRIPTION	ESTIMATED NO OF ENTRIES
Residential Developed	30 097
Residential Vacant	5 940
Industrial Developed	228
Industrial Vacant	110
Business and Commercial Developed	1 352
Business and Commercial Vacant	1 380
Agricultural	515
Mining	1
Public Service Purposes	77
Public Service Infrastructure	1 045
Public Benefit Organisations	11
Multiple purposes	131
Estimated Amount of Properties	40 887

The Tenderer shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll, an adjustment based on the actual number of entries as reflected in the Property Master will be made and compared to the above estimate. The tender price will then be adjusted *pro rata* on the difference of entries and the price will be calculated on the type of category relating to the entries on the Pricing schedule.

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

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

9. SUPPLEMENTARY VALUATIONS

Supplementary valuation rolls will be compiled as required or on a regular basis for the following periods:

01 July 2026 to 30 June 2027

01 July 2027 to 30 June 2028

01 July 2028 to 30 June 2029

01 July 2029 to 30 June 2030

Supplementary Valuations will be compiled on an ongoing basis as requested by the Municipality. The Tenderer will supply supplementary valuations to the municipality as soon as reasonably possible.

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

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

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

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

10. OBJECTIONS

The Tenderer must comply with the provisions of sections 51, 52 & 53 of the Act. All correspondence with regards to objections should be submitted to the municipality.

11. APPEALS

The Tenderer must attend all meetings of the valuation appeal board. The costs of attending the meetings are reflected in the **Pricing schedule**. All correspondence with regards to appeals should be submitted to the municipality.

12. DATA COLLECTION AND DATA COLLECTION SYSTEMS

Although Council will make available all available data to assist the Tenderer, the Tenderer will be fully responsible for the obtainment of all data necessary for the Tenderer to compile the General Valuation Roll and Supplementary Valuation Rolls.

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

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

If the findings of 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 Tenderer 30 days written notice setting out their findings and request the Tenderer to rectify such default, failing to adhere to this, the municipality shall be entitled to cancel this tender without further notice.

The Tenderer 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 Tenderer. All data collected by the Tenderer regardless of the format is the property of municipality.

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

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

Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, **the Tenderer will be required to do a physical inspection and take a street view photograph (photo must be attached to each valuation record) of all properties in the jurisdiction of the municipality.** The Tenderer must adhere to the following minimum data collection requirements:

In all cases, the following data will be applicable:

- Extent of property and all improvements;
- Date of purchase (where available);
- Purchase price (where available);
- Multiple uses (if applicable);
- Name of owner (including part owners);
- Physical address of property (in the case of a farm property, the name of the farm as it is commonly known as "noemnaam" e.g. "Houmoed", officially known as Portion 1 of the Farm Honingklip, Vredenburg);
- Postal address of owner (where available)
- Street view photograph of every property which contain the date, improved or not
- Actual use of property;
- Market value of property;
- Zoning of property; and
- Category of property as per the Act (Section 8(2)).

12.1 RESIDENTIAL ERVEN AND BUILDINGS

- Age;
- Negative characteristics e.g. situated next to informal settlements, busy roads;
- Condition and grading;
- Number of floors;
- Quality;
- Size of dwelling/s, outbuildings and other structures;
- Special improvements e.g. swimming pool fencing;
- Topography/slope;
- View.

12.2 SECTIONAL TITLE SCHEMES

- Age;
- Negative and positive characteristics;
- Condition of the sectional title;
- Land preserved for future development for the scheme;
- Stand number (cross reference);

- Exclusive use;
- Name and registration number of the scheme;
- Number of floors;
- Participation quota;
- Unit and Door number;
- Type of unit e.g. Simplex or Duplex;
- View.

12.3 INCOME PRODUCING PROPERTIES

- Conditioning and grading;
- Description of the units e.g. 12 x 1 bedroom apartments, 6 x ground floor shops;
- Expenditure in relation to the income;
- Lettable or usable area;
- Gross building area;
- Other income factors e.g. Parking bays;
- Actual or projected rentals supplied by agents or tenants;
- Capitalisation rates;
- Remaining land or development;
- Turnover sales if available.

12.4 SPECIALISED PROPERTIES

- All information pertaining to the specific type of property e.g. Number of beds in a hospital. Schedule which includes the description and the use of the property. Size of the coverage of the building. The Tenderer shall be required to assist the Municipality to compile a register of Specialised Properties that will enable Municipality to easily refer at any time to such properties. The register will reflect the property description and method of valuation applied. Where generally recognized methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the Municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties.

12.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

- Land use analysis e.g. Irrigation, farmyard, established pastures;
- Description of all buildings including use, condition; and
- Investigation of land claims and ownership.

12.6 AGRICULTURAL HOLDINGS

- In case where the property is used for agricultural purposes, 12.5 will apply. Where the property is used for other reasons, 12.1, 12.3, and 12.4 should apply.

12.7 URBAN VACANT LAND

- Negative and positive characteristics;
- Topography;
- Soil conditions;
- Services;
- View.

12.8 LAND USED FOR MINING

- All information pertaining to the property ownership including hostels and dwellings;

- Buildings should be measured and described in full;
- Mining equipment and/or machines e.g. shafts and headgears are excluded.

12.9 REGISTERED LEASEHOLD

- Relevant characteristics of leasehold.

12.10 PUBLIC INFRASTRUCTURE

- All applicable information including description, extent and the use of the buildings.
- All equipment and/or machines in relation to the public infrastructure should be excluded from the valuation process.

12.11 RURAL AREAS:

- The Tenderer will provide a valuation roll that consists of separate valuation entries of farms regarded as one property if the land is farmed/worked as a unit even if it consists of further adjoining title deeds belonging to the same owner.
- Each title deed must be separately stated as an entry in the roll (cross- referenced where applicable).
- Values of multipurpose properties must be for as allocated in terms of the rates policy.

Should no occupant be present at an improved property during the time of inspection, a notice informing that the property has been inspected for valuation purposes (notice to be supplied by the municipality), must be left at the address. This condition will not be applicable to improved properties with a valuation of less than R50 000.

13. GENERAL

The successful bidder will be required to assist the municipality in: -

- Community Participation and Public Awareness relating to the valuation and objection process.
- Attending to Valuation Enquiries on behalf of the municipality.
- Valuation of different categories of properties in terms of Section 8 of the MPRA and the municipality's Rates Policy.
- Valuation of multiple purpose properties in terms of Section 9 and the review thereof, if so required by the municipality.
- 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.

Sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this tender. Such analysis is to be fully documented and made available for internal and external monitoring purposes.

It will be required from the successful tenderer to draw up a market report on which the valuations of properties will be based, and this must be supplied to the municipality with the submission of the draft valuation roll.

In the case of all properties other than agricultural farming units, where aerial photography and/or satellite imagery is not being used a digitized site plan must be submitted.

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

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

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

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

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

All data collected will be internally monitored, verified and checked by the municipality on an ongoing basis. The municipality does not guarantee the accuracy or correctness of any data supplied to the Tenderer and it is the responsibility of the Tenderer to check and correct any such data supplied.

The Tenderer must satisfy themselves regarding the number of entries both registered and unregistered forming part of the existing Municipal records and reflects under paragraph 8 hereof.

The electronic valuation roll must be fully compatible with the financial system of the municipality. Data must, therefore, be submitted to the municipality in a field format that is recognizable by the financial system, e.g. Unique number, Surveyor General's code, Town/Scheme name, Suburb codes, Erf numbers, Portions, Unit numbers, Owner detail, Site extent, and Property category.

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

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

1. Current valuation roll.
2. Copies of all supporting supplementary valuation rolls.

13.2 DATA RELATING TO THE COMPILATION OF VALUATION ROLLS

Information will be made available as indicated in the columns below:

ITEM	FUNCTION	MUNICIPALITY TO PROVIDE (When requested by the bidder)	BIDDER TO PROVIDE/OBTAIN
1	(a) Valuation Roll: Building plans (b) Supplementary Valuation Rolls: Building plans and a monthly schedule of completed buildings.	✓	
2	(a) Valuation Roll: Bulk deeds download at commencement date. (Proof of the number of erven downloaded to be provided)		✓

3	(a) Valuation Roll: Consent use applications received, approved or declined and temporary land use departures. (b) Supplementary Valuation Rolls: Consent use applications received approved or declined and temporary land use departures.	✓	
4	(a) Valuation Roll: Development plans. (b) Supplementary Valuation Rolls: Changes to development plans.	✓	
5	(a) Valuation Roll: Occupation or Completion certificates where available. (b) Supplementary Valuation Rolls: Occupation or Completion certificates where available	✓	
6	(a) Valuation Roll: Town planning schemes. (b) Supplementary Valuation Rolls: Town planning scheme(s) - updates thereof.	✓	
7	(a) Supplementary Valuation Rolls: With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register: - copy of proclamation notice; - amendment scheme; and - services agreement.	✓	
8	(a) Valuation Roll: Maps and diagrams from the Surveyor-General. (b) Supplementary Valuation Rolls: Monthly diagrams from the Surveyor-General	✓	
9	(a) Supplementary Valuation Rolls: Notices appearing in government/provincial gazettes relating to properties within the municipality's area of jurisdiction.	✓	
10	(a) Valuation Roll: Rates policy and all amendments.	✓	

14. PRINTING AND BINDING OF VALUATION ROLLS

The Tenderer shall be responsible for providing 20 (Twenty) certified copies of the valuation

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

The valuation roll shall be spirally bound, and each volume shall be numbered and contain a cover and back page. All pages of the valuation roll shall be consecutively numbered. The printing and binding of the valuation roll shall be for the account of the Tenderer. In addition, the Tenderer shall provide the municipality with an electronic copy in Excel CSV format of the valuation roll and supplementary rolls.

After finalization of the objections and appeal processes, the Tenderer will provide the municipality with 1 (One) certified and bound copy and an electronic copy in Excel CSV format of the updated valuation roll. The final roll should reflect all amendments based on objections and appeals received.

15. VALUATION SYSTEM

- a) The Tenderer shall satisfy the municipality that its valuation system will adequately be capable of not only producing the valuation rolls, but also storing historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2000. **The Municipality reserves the right to request a demonstration of the bidder's valuation system.**
- b) The minimum, requirements of the valuation system must be as follows: -
 - 1. The valuation system used by the Tenderer must be able to integrate with the financial system of the municipality.
 - 2. The valuation system must be able to integrate with the current municipal GIS platform base on OGC (Open Geospatial Consortium) standards.
 - 3. The valuation system must have an audit trail and the system must be able to verify all data that has an influence on value.
 - 4. It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
 - 5. The municipality must have access to the valuation system on a full-time basis in order to respond to enquiries, etc.
- c) In the case of property data (Master File)
 - 1. The valuation system must be able to store changes relating to, inter alia;
 - 2. Land use, zonings, size, subdivisions, consolidations, excisions, notarial ties, etc.
 - 3. Current and previous owners;
 - 4. Date of sale and transfer;
 - 5. Sales price;
 - 6. Title deed numbers;
 - 7. Servitudes;
 - 8. Caveats;

9. Type of sale i.e. vacant or improved.

d) In the case of Valuations

1. All current and future valuations;
2. All changes to valuations to be historically reflected;
3. Ability to produce monthly supplementary rolls for auditing and checking purposes.

e) Objections/Appeals

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

1. Name of objector;
2. Name of owner;
3. Objection number;
4. Reason for objection;
5. Entry required by objector;
6. Decision of valuer;
7. Reasons of valuer;
8. Decision of appeal board;
9. Existing valuations and valuations reflected in the valuation roll;
10. Adjustments made by the appeal board;
11. Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

f) Other

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

1. Building plan data where used in the valuation process, site plans, aerial photographs and all other pertinent data on a historic basis.
2. 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.
3. The valuation system must be capable of extracting all properties that are subject to multiple entries, rebates, reductions or exemptions.
4. The valuation system must be able to extract properties on a specific owner type i.e. municipal properties, state owned properties as well as categories of properties in terms of the rates policy of the municipality.
5. The valuation system must also be able to extract vacant properties and other

information that the municipality may require for statistical purposes.

6. The valuation system must be able to download and update data directly from the deeds offices as well as recording and linking properties from various databases with the property key number of the Surveyor General.
7. The valuation system must be capable of printing the valuation roll for a selected Allotment or the entire roll.
8. The valuation system must be capable of exporting the roll electronically for a selected Allotment or the entire roll.
9. The valuation system must be capable of locating a property spatially.
10. The valuation system must be capable of producing Section 49 Notices for a single property, a selection of properties or the entire roll.

g) GIS

The valuation system must have the following Geospatial capabilities:

1. Must be able to consume web services (OGC) from the municipal GIS platform.
 - These services include content like imagery and vector layers.
2. Must capture, store and distribute GPS location points for all valuations. GPS points must be provided in WGS84 projection and decimal degrees as unit.
3. The primary key for all GIS points must be the Surveyor General 21 Code.
4. The system must be able to provide the valuations in a compatible format to the municipal GIS platform preferably via OGC webservice.

The following authoritative data sets will be made available via secure webservice:

- The municipal SG approved layer (The layer showing all land parcels approved by the Surveyor General)
- The municipal registered layer (The layer showing all land parcels registered at the Deeds office)
- Municipal boundary
- Town layers
- Street numbers and Street names
- Latest valuation records/building footprints (2021)
- Latest aerial photography (2023)

Please indicate ('Yes' or 'No') if your valuation system complies with the above:

Signature of Tenderer:

FAILURE TO COMPLY WILL REGARD TENDER AS NON-RESPONSIVE.

16. DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

The maintenance and protection of data on behalf of the municipality is crucial.

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

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

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 under **Schedule 1** hereof.

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

- The Tenderer will ensure that all data collected manually on paper is scanned into PDF document 'read only' format.
- The Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- The Tenderer shall enforce all other static documents formats are set as 'read only' and set the relative permissions on GIS and all third party data.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- The Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.
- The Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderer(s) appointed network administrator/s only.
- The Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- The Tenderer will ensure that data which is available to the public and not of a confidential nature, is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service provider's infrastructure.
- The Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
- The Tenderer will ensure that all data is properly backed up and safeguarded with due regard to good practice in this regard.

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

The data protection policy (if available) must include the above minimum requirements, annexed to this tender.

16.1 DATA TRANSFER

Data must be compatible with the financial system used by the municipality.

Bulk data transfer shall be made available to the municipality in a format specified by the municipality at any time.

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

The Tenderer will ensure that a Tape Backup or equivalent is utilised on a daily basis.

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

The Tenderer may utilise optical based media technology for archiving purposes.

The Tenderer may utilise optical based media technology for data presentation.

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

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

16.2 GENERAL

The Tenderer will ensure that he/she fully acquaints himself with the amount of data to be stored and what data needs to be protected and satisfies the municipality that the Tenderer has an adequate Computer System.

17. KEY TASK FUNCTIONS

Tenderer(s) will be required to follow the stages set out below and adhere to the following deadlines for the compilation of the General valuation roll: -

STAGE	DESCRIPTION	DEADLINE DATE
1	Initial Data collection, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master. Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	1/03/2025 – 30/06/2025 4 Months
2	Compiling of valuations	1/07/2025 – 28/11/2025 5 Months
3	Submissions of draft roll	28/11/2025
4	Internal monitoring of valuations: verify accuracy of data; review of sales and valuations between date of commencement and date of valuation; Compare valuation roll to financial system; On-going communication with valuer to correct data.	1/12/2025 – 30/01/2026 2 Months
5	Submission of certified roll	30/01/2026
6	Printing & sending of section 49 notices; Placing of valuation rolls at municipal venues and website for public inspection; Advertisements in Government Gazette and Local newspaper - Section 49(1) (Administrative function)	02/02/2026 - 15/02/2026
7	Awaiting objections - Section 50	16/02/2026 – 31/03/2026
8	Valuer: processing of objections – Section 51	01/04/2026 - 31/04/2026
9	Objectors request reasons and lodge appeals – Section 54	01/05/2026 - 31/05/2026
10	Valuation Appeal Board Hearings	01/06/2026 – 30/06/2026
11	Submission of final General Valuation Roll	01/07/2026
12	Implementation of the General Valuation Roll	01/07/2026

18. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE

Accurate data collection is critical during the duration of the entire contract. Tenderer(s) will have to ensure that data collected can be monitored and verified by 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 deadlines will result in a cumulative knock-on effect with regard to the submission of the certified roll and subsequent rendering of Municipal rates accounts.

Failure to meet the deadlines in regard to the submission of a certified valuation roll will result in delays in the finalisation of the annual rates policy, which will ultimately affect the determination of the rates structure of the municipality.

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

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

19. MINIMUM REQUIREMENTS PER STAGE:**STAGE 1: DOCUMENTATION AND DATA COLLECTION**

Obtain the following: -

- Copy of the current valuation roll.
- All supplementary valuation rolls.
- Cadastral information.
- Bulk deeds download.
- Download all data onto Tenderer(s) valuation system and create property master.
- Compare cadaster with the deeds download and existing Municipal Valuation Roll.
- Download other data in terms of section 48(2).

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

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

Captured data forms to be made available to the Municipality via the Valuation System.

STAGE 2: VALUATION COMPILATION:

Analysis of all data, compilation of draft valuations and fortnightly submissions to the Municipality.

STAGE 3: SUBMISSION OF DRAFT ROLL

Draft roll to be submitted and internally checked and/or monitored by the municipality at their sole discretion. Rolls must be fully balanced, and subtotals must be calculated for each urban area and the rural area separately.

STAGE 4: INTERNAL MONITORING OF VALUATIONS:

Internal quality control to be conducted by Tenderer and measured against current sales and other relevant market data and adjusted to date of valuation. Basis on which the initial roll has been internally monitored must be made available to the municipality or its appointed monitors.

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

STAGE 5: SUBMISSION OF CERTIFIED ROLL

The Bidder shall bind and certify the roll and submit to the Municipal Manager.

STAGE 6: PUBLIC NOTICE OF VALUATION ROLL

The Bidder to submit valuation roll to municipal manager and roll should be advertised and published in Provincial Gazette.

STAGE 7, 8: OBJECTION PROCESS

Receive objections in terms of section 50(1) of the Act.

STAGE 9: HANDLING OF OBJECTIONS

Comply with section 51 and where section 52(1) is applicable, comply with Section 52(1)(a) of the Act. Comply with sections 53(1) and 53(3) of the Act.

STAGE 10: NOTIFICATION FOR APPEALS TO APPEAL BOARD

Comply with section 54 of the Act.

STAGE 11: VALUATION APPEAL BOARD HEARINGS

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

STAGE 12: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF COMPLETION CERTIFICATE

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

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

In the case of the general valuation the said data must be submitted as indicated in the time schedule.

To enable the municipality to issue a final completion certificate, the Tenderer 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.

20. HANDLING OF VALUATION ENQUIRIES

The Tenderer must handle valuation enquiries during the inspection & objection periods.

21. METHODS OF PAYMENT:

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

STAGE NO	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase. Data collection	40%		✓
2	Valuation compilation	20%		✓
3	Submission of a draft roll to the municipal manager	5%	✓	
5	Submission of certified roll	5%	✓	
7, 8, 9	Handling of objections	5%	✓	
10, 11	Valuation appeal board hearings	Per meeting	Within 30 days after date of invoice	
12	Submission of data to municipality and issuing by the municipality of a final completion certificate	25%	✓	
		100%		

Amount payable will be calculated as follows: Amount bid per entry multiplied by the total properties (per category) to get a total bid amount. Total Bid amount will be multiplied with percentage. (Amount bid with regard to Appeal Board meeting/s excluded).

ANNEXURE A: COMPLETION FORM FOR TENDERER EXPERIENCE OF MUNICIPAL VALUER

The Bidder hereby nominates the following person to be designated by the municipality in terms of Section 33 (1) of the Property Rates Act, 2004 (Act 6 of 2004) as the municipal valuator.

FULL NAMES

I.D NUMBER

PROFESSIONAL QUALIFICATIONS

.....

.....

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....

.....

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT)

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilising GIS and/or aerial photography? If yes, provide full details.

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared before a valuation appeal board in terms of previous legislation or this Act?

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEALS UPHELD BY THE BOARD	PERCENTAGE REDUCTION AWARDED BY THE BOARD COMPARED TO THE VALUATIONS COMPILED

I, the undersigned

do hereby make oath and say that –

I have completed the questionnaire in full;

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

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

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

Signed by me at.....thisday 20...

.....
SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/ COMMISSIONER OF OATHS

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

at.....

on theday of the month.....20

.....
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF
PEACE/COMMISSIONER OF OATHS

ANNEXURE B: COMPLETION FORM FOR TENDERER EXPERIENCE OF SUBSTITUTE MUNICIPAL VALUER

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

FULL NAMES

I.D NUMBER

PROFESSIONAL QUALIFICATIONS

.....

.....

PROFESSIONAL REGISTRATION NO
(Attach certified copy of certificate)

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

.....

.....

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT)

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilising GIS and/or aerial photography? If Yes, provide full details.

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared before a valuation appeal board in terms of previous legislation or this Act? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEAL BOARDS	PERCENTAGE REDUCTION AWARDED BY THE BOARD COMPARED TO THE VALUATIONS COMPILED

I, the undersigned

do hereby make oath and say that –

I have completed the questionnaire in full;

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

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

and I further undertake by my signature hereof that in the event of the nominated municipal valuator in terms of **ANNEXURE A** hereof not being able to carry out his duties as a result of an accident, death, ill health or insolvency, I hereby bind myself jointly and severally with bidder and/or the municipal valuator to fulfil all obligations and requirements of this bid. I do further declare that I have read all the bid requirements including all schedules, forms and other information set out and confirm That I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implications of all such conditions.

Signed by me at.....thisday 20...

.....
SIGNATURE: NOMINATED PERSON AS SUBSTITUTE MUNICIPAL VALUER

JUSTICE OF PEACE/ COMMISSIONER OF OATHS

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

at.....

on theday of the month.....20

.....
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF
PEACE/COMMISSIONER OF OATHS

ANNEXURE C: COMPLETION FORM OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D NUMBER

PROFESSIONAL QUALIFICATIONS

.....

.....

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....

.....

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT)

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilising GIS and/or aerial photography? If Yes, provide full details.

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared before a valuation appeal board in terms of previous legislation or this Act? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEAL BOARDS	% REDUCTION AWARDED BY THE BOARD COMPARED TO THE VALUATIONS COMPILED

I, the undersigned

do hereby make oath and say that –

I have completed the questionnaire in full;

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

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

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

Signed by me at.....thisday 20...

.....
SIGNATURE: NOMINATED PERSON AS ASSISTANT MUNICIPAL VALUER

JUSTICE OF PEACE/ COMMISSIONER OF OATHS

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

at.....

on theday of the month.....20

.....
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF
PEACE/COMMISSIONER OF OATHS

SCHEDULE 1**DATA BACK UP AND DISASTER RECOVERY PLAN**

The minimum level of data protection and recovery plan will be as set out under number 16 of the tender document.

In the event of Tenderer not wishing to conform to such standards Tenderer shall attach as **schedule 1**, a complete proposal in this regard.

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

SCHEDULE 2**COMPUTER SYSTEMS**

Tenderer to attach a detailed inventory of the current computer equipment owned by him as well as future computer needs necessary to comply with this tender.

Tenderer may appoint a specialist to assist him to meet the computer and IT requirements to comply with this tender.

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

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

SCHEDULE 3**HUMAN RESOURCES**

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

Name of person	Experience	Years of experience	Full time or Part time on project	Professional Qualification

Schedule must be accompanied by a human resources organogram of Tenderer and nominated person(s).

Experience: Attach a CV of each key staff member, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.

SCHEDULE 4

PROJECT WORK PLAN

Tenderer to attach as Schedule 4 comprehensive work plan reflecting *inter alia* -

Work definition;

Workflow;

Timelines; and

Deadlines.

Note the above schedule will together with the Key Task Functions under **number 17** of the tender document become the basis upon which the municipality will monitor the Tenderer(s) progress and municipality shall be entitled to take action against Tenderer if the above time limits and project plan are not adhered to.

Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under **number 17** of the tender document.

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

SCHEDULE 5

PROOF OF INSURANCE COMPLIANCE

Attached as Schedule 5 proof in terms of **number 7** of the tender document.

SCHEDULE 6

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

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

SCHEDULE 7

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

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

SCHEDULE 8

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

SCHEDULE 9

1. Signed off copy of Appeal Board decision (minutes of Valuation Appeal Board meeting) of the latest general valuation completed indicating number of appeals received and number of appeals upheld; **or**
2. A letter from the municipality indicating the number of appeals received and number of appeals upheld of the latest general valuation. The letter must be on an official letter head of the municipality and signed by the Manager: Revenue / Valuations or a higher delegated Financial / Valuations official.

14. PRICING SCHEDULE:

The following schedule of fees will be the basis of the Tender.

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

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

Closing Time: Closing Date

DETERMINATION OF FEES - GENERAL VALUATION**SECTION A**

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT EXCLUSIVE)	TOTAL PRICE AS PER ESTIMATE NUMBER OF PROPERTIES (VAT EXCLUSIVE)
1	Bulk Deeds Download estimated erven	41 000	R	R
TARIFF PER VALUED PROPERTY: -				
2	Residential Developed	30 097	R	R
3	Residential Vacant	5 940	R	R
4	Industrial Developed	288	R	R
5	Industrial Vacant	110	R	R
6	Business and Commercial Developed	1 352	R	R
7	Business and Commercial Vacant	1 380	R	R
8	Agricultural	515	R	R
9	Mining	1	R	R
10	Public Service Purposes	77	R	R
11	Public Service Infrastructure	1 045	R	R
12	Public Benefit Organisations	11	R	R
13	Multiple purposes	131	R	R
SECTION A: TOTAL		40 887		R

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

SECTION B

ITEM NO	DESCRIPTION	UNIT	PRICE PER HOUR	ALL INCLUSIVE AMOUNT FOR 40 HOURS (VAT EXCLUSIVE)
ATTENDANCE OF SESSION OF:-				
1	ATTENDANCE OF APPEAL BOARD (PER DAY) AVERAGE 3-5 DAYS	Per Hour	R	R
SECTION B: TOTAL				R

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

DETERMINATION OF FEES: FIRST INTERIM / SUPPLEMENTARY VALUATION FOR THE
CALENDAR YEAR 2027

SECTION C

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT EXCLUSIVE)	TOTAL PRICE AS PER ESTIMATE NUMBER OF PROPERTIES (VAT EXCLUSIVE)
TARIFF PER VALUED PROPERTY: -				
1	RESIDENTIAL DEVELOPED ERVEN	1 200	R	R
2	BUSINESS DEVELOPED ERVEN	80	R	R
3	RURAL (AGRICULTURAL)	30	R	R
4	SECTIONAL TITLE UNITS	150	R	R
5	RESIDENTIAL VACANT ERVEN	400	R	R
6	BUSINESS VACANT ERVEN	40	R	R
SECTION C: TOTAL		1 900		R

***AVERAGE ENTRIES ON FIRST SUPPLEMENTARY AMOUNTS TO +- 1 900 AND ALL OTHER PROPERTY CATERGORIES NOT SEPARATELY DESCRIBED ARE INCLUDED AS BUSINESS ERVEN**

SECTION D

ITEM NO	DESCRIPTION	UNIT	PRICE PER HOUR	ALL INCLUSIVE AMOUNT FOR 8 HOURS (VAT EXCLUSIVE)
ATTENDANCE OF SESSION OF:-				
1	ATTENDANCE OF APPEAL BOARD (PER DAY)	Per Hour	R	R

	AVERAGE 1 DAY			
SECTION D: TOTAL				R

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

DETERMINATION OF FEES: SECOND INTERIM / SUPPLEMENTARY VALUATION FOR THE
CALENDAR YEAR 2028

SECTION E

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT EXCLUSIVE)	TOTAL PRICE AS PER ESTIMATE NUMBER OF PROPERTIES (VAT EXCLUSIVE)
TARIFF PER VALUED PROPERTY: -				
1	RESIDENTIAL DEVELOPED ERVEN	1 200	R	R
2	BUSINESS DEVELOPED ERVEN	80	R	R
3	RURAL (AGRICULTURAL)	30	R	R
4	SECTIONAL TITLE UNITS	150	R	R

5	RESIDENTIAL VACANT ERVEN	400	R	R
6	BUSINESS VACANT ERVEN	40	R	R
SECTION E: TOTAL		1 900		R

***AVERAGE ENTRIES ON FIRST SUPPLEMENTARY AMOUNTS TO +- 1 900 AND ALL OTHER PROPERTY CATERGORIES NOT SEPARATELY DESCRIBED ARE INCLUDED AS BUSINESS ERVEN**

SECTION F

ITEM NO	DESCRIPTION	UNIT	PRICE PER HOUR	ALL INCLUSIVE AMOUNT FOR 8 HOURS (VAT EXCLUSIVE)
ATTENDANCE OF SESSION OF:-				
1	ATTENDANCE OF APPEAL BOARD (PER DAY) AVERAGE 1 DAY	Per Hour	R	R
SECTION F: TOTAL				R

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

DETERMINATION OF FEES: THIRD INTERIM / SUPPLEMENTARY VALUATION FOR THE
CALENDAR YEAR 2029

SECTION G

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT EXCLUSIVE)	TOTAL PRICE AS PER ESTIMATE NUMBER OF PROPERTIES (VAT EXCLUSIVE)
TARIFF PER VALUED PROPERTY: -				
1	RESIDENTIAL DEVELOPED ERVEN	1 200	R	R
2	BUSINESS DEVELOPED ERVEN	80	R	R
3	RURAL (AGRICULTURAL)	30	R	R
4	SECTIONAL TITLE UNITS	150	R	R
5	RESIDENTIAL VACANT ERVEN	400	R	R
6	BUSINESS VACANT ERVEN	40	R	R
SECTION G: TOTAL		1 900		R

***AVERAGE ENTRIES ON FIRST SUPPLEMENTARY AMOUNTS TO +- 1 900 AND ALL OTHER PROPERTY CATERGORIES NOT SEPARATELY DESCRIBED ARE INCLUDED AS BUSINESS ERVEN**

SECTION H

ITEM NO	DESCRIPTION	UNIT	PRICE PER HOUR	ALL INCLUSIVE AMOUNT FOR 8 HOURS (VAT EXCLUSIVE)
ATTENDANCE OF SESSION OF:-				
1	ATTENDANCE OF APPEAL BOARD (PER DAY) AVERAGE 1 DAY	Per Hour	R	R

SECTION H: TOTAL

R

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

DETERMINATION OF FEES: FOURTH INTERIM / SUPPLEMENTARY VALUATION ROLL FOR THE

CALENDAR YEAR 2030

SECTION I

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT EXCLUSIVE)	TOTAL PRICE AS PER ESTIMATE NUMBER OF PROPERTIES (VAT EXCLUSIVE)
TARIFF PER VALUED PROPERTY: -				
1	RESIDENTIAL DEVELOPED ERVEN	1 200	R	R
2	BUSINESS DEVELOPED ERVEN	80	R	R
3	RURAL (AGRICULTURAL)	30	R	R
4	SECTIONAL TITLE UNITS	150	R	R
5	RESIDENTIAL VACANT ERVEN	400	R	R
6	BUSINESS VACANT ERVEN	40	R	R
SECTION I: TOTAL		1 900		R

***AVERAGE ENTRIES ON FIRST SUPPLEMENTARY AMOUNTS TO +- 1 900 AND ALL OTHER PROPERTY CATERGORIES NOT SEPARATELY DESCRIBED ARE INCLUDED AS BUSINESS ERVEN**

SECTION J

ITEM NO	DESCRIPTION	UNIT	PRICE PER HOUR	ALL INCLUSIVE AMOUNT FOR 8 HOURS (VAT EXCLUSIVE)
ATTENDANCE OF SESSION OF:-				
1	ATTENDANCE OF APPEAL BOARD (PER DAY) AVERAGE 1 DAY	Per Hour	R	R
SECTION J: TOTAL				R

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

TENDER PRICE SUMMARY

	TOTAL
SECTION A	R
SECTION B	R
SECTION C	R
SECTION D	R
SECTION E	R
SECTION F	R
SECTION G	R
SECTION H	R
SECTION I	R
SECTION J	R
SUB TOTAL VAT EXCLUDED	R
VAT (15%)	R
TOTAL TENDER PRICE	R

THE TOTAL TENDER PRICE WILL BE USED TO EVALUATE THIS TENDER.

I accept and approve all of the above.

.....

SIGNATURE OF TENDERE

PART E: OTHER

15. PRICE ADJUSTMENTS

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

16. OMISSIONS, ALTERATIONS AND ADDITIONS

17. SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.

2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature _____ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)