



PART: A: INVITATION TO BID:

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (POLOKWANE MUNICIPALITY)

| | | | | | |
|-----------------|--|---------------|----------------------|---------------|--------------|
| BID NUMBER: | PM41/2022 | CLOSING DATE: | 01 MARCH 2023 | CLOSING TIME: | 10:00 |
| BID DESCRIPTION | THE COMPILATION AND MAINTENANCE OF GENERAL VALUATION ROLL, ADHOC AND SUPPLEMENTARY VALUATIONS FOR THE PERIOD 1ST JULY 2024 TO 30TH JUNE 2029 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) AS AMENDED | | | | |
| TOTAL BID PRICE | | | | | |

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (Polokwane Municipality, Civic Centre, corner, Bondenstein and Landdros Mare Street) not later than 10:00 on **01 MARCH 2023**

| |
|--|
| An official and compulsory briefing session will NOT be applicable for this project. |
| The Bid box is generally open 24 hours, 7 days a week. |
| Completed Bid document, fully priced and signed must be sealed in an envelope marked “ Bid number and Bid description” |
| Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. |
| Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za and www.polokwane.gov.za at no fee. |

SUPPLIER INFORMATION

| | | | | | |
|-------------------------|----------|--|--------|---------|--|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |

| | | | |
|---|--|--|--|
| B-BBEE STATUS LEVEL NUMBER | _____ | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | N/A |
| SIGNATURE OF BIDDER | _____ | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| MUNICIPALITY | POLOKWANE | CONTACT PERSON | Mr. Simon Shokane Mr. Layton Motubatse |
| CONTACT PERSON | Mr. K. Mashiane | TELEPHONE NUMBER | 015 290 2170 |
| TELEPHONE NUMBER | 015 290 2148 | FACSIMILE NUMBER | 015 290 2584 |
| FACSIMILE NUMBER | N/A | E-MAIL ADDRESS | SimonS@@polokwane.gov.za LaytonM@polokwane.gov.za |
| E-MAIL ADDRESS | kwenama@polokwane.gov.za | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| <p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p> |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SCHEDULE OF CONTENTS

BID NOTICE

RESPONSIVENESS AND EVALUATION CRITERIA

| | |
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| FORM "C" | GENERAL CONDITIONS OF CONTRACT |
| FORM "D" | GENERAL PROCEDURES |
| FORM "E" | SPECIAL CONDITIONS OF CONTRACT (IF ANY) |
| FORM "F" | BID SPECIFICATIONS |
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| ANNEXURE "A" | EVALUATION PROCESS AND CRITERIA |
| MBD 4 | DECLARATION OF INTEREST |
| MBD 5 | DECLARATION FOR PROCUREMENT ABOVE R10 MILLION |
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BID NO: PM41/2022

BID DESCRIPTIONS: THE COMPILATION AND MAINTENANCE OF GENERAL VALUATION ROLL, ADHOC AND SUPPLEMENTARY VALUATIONS FOR THE PERIOD 1ST JULY 2024 TO 30TH JUNE 2029 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) AS AMENDED.

DIRECTORATE: BUDGET AND TREASURY

BUSINESS UNIT: REVENUE AND CUSTOMER CARE

Bids are hereby invited for the Compilation and Maintenance of General Valuation Roll, Adhoc and Supplementary Valuations for the Period 1st July 2024 to 30th June 2029 in Compliance with the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 Of 2004) As Amended.

Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on points for contribution, on 80/20 point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations)

**MS. THUSO NEMUGUMONI
MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET
POLOKWANE**

RESPONSIVENESS AND EVALUATION CRITERIA

POLOKWANE MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid Central Supplier Database Number (CSD)
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties **(In case of JV all parties must submit CSD numbers)**
- Proof of payment of municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Adheres to Pricing Instructions.
- Financial ability to execute contract
- Comply in full and observe the requirements of the Notice to Bidders

- Experience with similar work – demonstrate a track record of a projects of similar scope and size

EVALUATION OF BIDS

- All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2017, and other applicable legislations.
- The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

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

PLEASE NOTE

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- Been convicted of fraud or corruption during the past five years;
- Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

- h) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

Has a B-BBEE status level verification certificate been submitted?

Yes/No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CC):

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL

ACCREDITATION SYSTEM (SANAS):

☐

A REGISTERED:

☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE:

Yes/No

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? (IF YES ENCLOSE PROOF)

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on _____ 20____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract_____No_____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

In his/her capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **"Acceptable bid"** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **"Chairperson"** means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. **"Municipal Manager"** means the Municipal Manager of the Municipality.
4. **"Committee"** refers to the Bid Adjudication Committee.
5. **"Council"** refers to Polokwane Municipality.
6. **"Member"** means a member of the Bid Adjudication Committee.
7. **"Service providers"** refers to the bidders who have been successful in being awarded Council contracts.
8. **"SMMEs"** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. **"Contract"** refers to legally binding agreement between Polokwane Municipality and the service provider.
10. **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **"Contractor"** means any natural or legal person whose bid has been accepted by the Council.
12. **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids.
13. **"Order"** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **"Written" or "in writing,"** means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-

3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

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

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

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

I/we agree further that:

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

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

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

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

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

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

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

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Polokwane Municipality legal costs on an attorney and own client;

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

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

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

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

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: _____

FORM "C"

General Conditions of Contract

1 DEFINITION

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 goods are so delivered and a valid receipt is obtained.

- 1.11 "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after 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 component parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the 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, component 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 "**Supplier**" means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.
- 1.26 "**Tort**" means in breach of contract.
- 1.27 "**Turnkey**" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "**Written**" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

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 GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of Patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder 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.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

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

15. Warranty

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 performance

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

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, sum calculated on the delivered price of the delayed goods or unperformed 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 service 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 associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the purchaser 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. 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. Antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, 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 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract Unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort Or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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

claim damages from the bidder(s) or contractor(s) concerned.

FORM “D”

GENERAL PROCEDURES

1 General Directives

- 2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with

regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za and Municipal website www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

- 6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- 7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

9 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

10.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

10.3 Validity Period of the bids

The validity periods should not exceed 180 days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

10.4 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

11 Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

- (i) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.

- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

14 Evaluation of bids on functionality and price

14.1 All bids received will be evaluated on functionality and price.

15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. T
The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

16 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

17 Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

18 Cancellation and re-invitation of bids

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must

be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works or goods requested.

Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

19 Sale and Letting of Asset

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

FORM" E"

BID NUMBER: PM41/2022

SPECIAL CONDITIONS OF CONTRACT

1.Only bidders who are registered with the **South African Council of Valuers** will be considered

BID NUMBER: PM41/2022

Bid specifications

THE COMPILATION AND MAINTENANCE OF GENERAL VALUATION ROLL, ADHOC AND SUPPLEMENTARY VALUATIONS FOR THE PERIOD 1ST JULY 2024 TO 30TH JUNE 2029 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) AS AMENDED.

1. INTRODUCTION

The **CITY OF POLOKWANE** is calling for Bidders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Act, for the following areas, parent farms, their subdivisions and consolidations, within its area of jurisdiction: Bidders must note that this information below is an indication of the suburbs and farms. The scope are not only limited to those.

SUBURBS:

| | | | | | |
|---|---------------|-----|-------------|-----|------------------|
| | | | | | |
| 1 | Annadale | 110 | Ivypark X43 | 219 | Sebayeng |
| 2 | Annadale X1 | 111 | Ivypark X44 | 220 | Sebayeng-A |
| 3 | Bakone | 112 | Ivypark X49 | 221 | Sebayeng-B |
| 4 | Bendor | 113 | Karre Base | 222 | Sebayeng-C |
| 5 | Bendor Park | 114 | Mankweng-A | 223 | Sebayeng-D |
| 6 | Bendor Ext 7 | 115 | Mankweng-B | 224 | Seshego-9A |
| 7 | Bendor Ext 8 | 116 | Mankweng-C | 225 | Seshego-9A Ext 1 |
| 8 | Bendor Ext 10 | 117 | Mankweng-D | 226 | Seshego-9A Ext 2 |
| 9 | Bendor Ext 11 | 118 | Mankweng-E | 227 | Seshego-9A Ext 3 |

| | | | | | |
|----|---------------|-----|-------------------|-----|------------------|
| 10 | Bendor Ext 12 | 119 | Mankweng-F | 228 | Seshego-9A Ext 4 |
| 11 | Bendor Ext 16 | 120 | Mankweng-FX1 | 229 | Seshego-9A Ext 5 |
| 12 | Bendor Ext 17 | 121 | Mankweng-G | 230 | Seshego-9B |
| 13 | Bendor Ext 18 | 122 | Mankweng-GX1 | 231 | Seshego-9B Ext 1 |
| 14 | Bendor Ext 19 | 123 | Nirvana | 232 | Seshego-9B Ext 2 |
| 15 | Bendor Ext 20 | 124 | Nirvana X1 | 233 | Seshego-9C |
| 16 | Bendor Ext 21 | 125 | Nirvana X1(E) | 234 | Seshego-9D |
| 17 | Bendor Ext 22 | 126 | Nirvana X2 | 235 | Seshego-9D Ext 1 |
| 18 | Bendor Ext 23 | 127 | Nirvana X3 | 236 | Seshego-9D Ext 2 |
| 19 | Bendor Ext 24 | 128 | Nooitgedacht | 237 | Seshego-9D Ext 3 |
| 20 | Bendor Ext 25 | 129 | Northview Estate | 238 | Seshego-9D Ext 4 |
| 21 | Bendor Ext 26 | 130 | Peninapark | 239 | Seshego-9E |
| 22 | Bendor Ext 30 | 131 | Peninapark X1 | 240 | Seshego-9E Ext 1 |
| 23 | Bendor Ext 32 | 132 | Peninapark X2 | 241 | Seshego-9E Ext 2 |
| 24 | Bendor Ext 35 | 133 | Peninapark X3 | 242 | Seshego-9E Ext 3 |
| 25 | Bendor Ext 38 | 134 | Perskebult | 243 | Seshego-9E Ext 4 |
| 26 | Bendor Ext 44 | 135 | Pietersburg | 244 | Seshego-9F |
| 27 | Bendor Ext 45 | 136 | Polokwane | 245 | Seshego-9F Ext 1 |
| 28 | Bendor Ext 51 | 137 | Polokwane Central | 246 | Seshego-9F Ext 2 |
| 29 | Bendor Ext 52 | 138 | Polokwane Ext 1 | 247 | Seshego-9F Ext 3 |
| 30 | Bendor Ext 53 | 139 | Pietersburg X1 | 248 | Seshego-9F Ext 4 |
| 31 | Bendor Ext 54 | 140 | Pietersburg X10 | 249 | Seshego-9F X5 |
| 32 | Bendor Ext 55 | 141 | Pietersburg X11 | 250 | Seshego--9G |
| 33 | Bendor Ext 56 | 142 | Pietersburg X12 | 251 | Seshego-9H |
| 34 | Bendor Ext 59 | 143 | Pietersburg X13 | 252 | Seshego-9I |
| 35 | Bendor Ext 60 | 144 | Pietersburg X14 | 253 | Seshego-9J |
| 36 | Bendor Ext 61 | 145 | Pietersburg X15 | 254 | Seshego-9K |
| 37 | Bendor X62 | 146 | Pietersburg X16 | 255 | Seshego-9K X1 |
| 38 | Bendor X63 | 147 | Pietersburg X17 | 256 | Seshego-9L |

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|----|---------------|-----|---------------------|-----|---------------------|
| 39 | Bendor X64 | 148 | Pietersburg X18 | 257 | Seshego-A |
| 40 | Bendor Ext 68 | 149 | Pietersburg X19 | 258 | Seshego-A Ext 1 |
| 41 | Bendor Ext 69 | 150 | Pietersburg X2 | 259 | Seshego-A Ext 2 |
| 42 | Bendor X70 | 151 | Pietersburg X24 | 260 | Seshego-B |
| 43 | Bendor X72 | 152 | Pietersburg X25 | 261 | Seshego-C |
| 44 | Bendor X74 | 153 | Pietersburg X26 | 262 | Seshego-D |
| 45 | Bendor X75 | 154 | Pietersburg X27 | 263 | Seshego-D Ext 1 |
| 46 | Bendor X76 | 155 | Pietersburg X28 | 264 | Seshego-D Ext 2 |
| 47 | Bendor X77 | 156 | Pietersburg X29 | 265 | Seshego-E |
| 48 | Bendor X78 | 157 | Pietersburg X3 | 266 | Seshego-E Ext 1 |
| 49 | Bendor X80 | 158 | Pietersburg X30 | 267 | Seshego-E Ext 2 |
| 50 | Bendor X81 | 159 | Pietersburg X33 | 268 | Seshego-E Ext 3 |
| 51 | Bendor X82 | 160 | Pietersburg X34 | 269 | Seshego-E Ext 4 |
| 52 | Bendor X84 | 161 | Pietersburg X35 | 270 | Seshego-E Ext 5 |
| 53 | Bendor X87 | 162 | Pietersburg X36 | 271 | Seshego-E Ext 6 |
| 54 | Bendor X88 | 163 | Pietersburg X37 | 272 | Seshego-F |
| 55 | Bendor X89 | 164 | Pietersburg X38 | 273 | Seshego-F (S) |
| 56 | Bendor X91 | 165 | Pietersburg X4 | 274 | Seshego-F X1 |
| 57 | Bendor X92 | 166 | Pietersburg X4 (W) | 275 | Seshego-G |
| 58 | Bendor X94 | 167 | Pietersburg X40 | 276 | Seshego-H |
| 59 | Bendor X95 | 168 | Pietersburg X40 (S) | 277 | Sobiaco Mission |
| 60 | Bendor X97 | 169 | Pietersburg X41 | 278 | Sobiago |
| 61 | Bendor X98 | 170 | Pietersburg X42 | 279 | Southern Gateway |
| 62 | Bendor X99 | 171 | Pietersburg X44 | 280 | Southern Gateway |
| 63 | Bendor X100 | 172 | Pietersburg X5 | 281 | Southern Gateway X1 |
| 64 | Bendor X101 | 173 | Pietersburg X6 | 282 | Southern Gateway X3 |
| 65 | Bendor X102 | 174 | Pietersburg X61 | 283 | Southern Gateway X5 |
| 66 | Bendor X103 | 175 | Pietersburg X65 | 284 | Southern Gateway X6 |
| 67 | Bendor X106 | 176 | Pietersburg X66 | 285 | Sterpark |

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|----|-------------------|-----|-----------------|-----|-------------------------|
| 68 | Bendor X110 | 177 | Pietersburg X67 | 286 | Syferkuil |
| 69 | Bendor X115 | 178 | Pietersburg X68 | 287 | Syferkuil-A |
| 70 | Bendor X120 | 179 | Pietersburg X7 | 288 | Thornhill Estate |
| 71 | Broadlands Estate | 180 | Pietersburg X8 | 289 | Turfloop |
| 72 | Celtic Lodge | 181 | Pietersburg X9 | 290 | University Of The North |
| 73 | Cycad Estate | 182 | Polokwane X71 | 291 | Welgelegen |
| 74 | Dalmada AH | 183 | Polokwane X72 | 292 | Welgelegen (N) |
| 75 | Elmadal AH | 184 | Polokwane X73 | 293 | Welgelegen X1 |
| 76 | Fauna Park | 185 | Polokwane X75 | 294 | Welgelegen X4 |
| 77 | Flora Park | 186 | Polokwane X76 | 295 | Westenburg |
| 78 | Grootvley | 187 | Polokwane X78 | 296 | Westenburg X1 |
| 79 | Hospital Park | 188 | Polokwane X79 | 297 | Westenburg X2 |
| 80 | Ivydale AH Ext 1 | 189 | Polokwane X82 | 298 | Westenburg X3 |
| 81 | Ivydale AH Ext 2 | 190 | Polokwane X83 | 299 | Woodhill Estate |
| 82 | Ivypark | 191 | Polokwane X86 | 300 | Woodlands Estate |
| 83 | Ivypark X12 | 192 | Polokwane X87 | 301 | Aganang |
| 84 | Ivypark X13 | 193 | Polokwane X90 | 302 | Kgabo |
| 85 | Ivypark X14 | 194 | Polokwane X91 | 303 | |
| 86 | Ivypark X17 | 195 | Polokwane X94 | 304 | |
| 87 | Ivypark X5 | 196 | Polokwane X96 | 305 | |
| 88 | Ivypark X7 | 197 | Polokwane X97 | 306 | |
| 89 | Ivypark X9 | 198 | Polokwane X98 | 307 | |
| 90 | Ivypark (E) | 199 | Polokwane X99 | 308 | |
| 91 | Ivypark X11 | 200 | Polokwane X100 | 309 | |
| 92 | Ivypark X12 | 201 | Polokwane X101 | 310 | |
| 93 | Ivypark X13 | 202 | Polokwane X102 | 311 | |
| 94 | Ivypark X14 | 203 | Polokwane X103 | 312 | |
| 95 | Ivypark X17 | 204 | Polokwane X106 | 313 | |
| 96 | Ivypark X18 | 205 | Polokwane X107 | 314 | |

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|-----|-------------|-----|-------------------|-----|--|
| 97 | Ivypark X19 | 206 | Polokwane X108 | 315 | |
| 98 | Ivypark X20 | 207 | Polokwane X109 | 316 | |
| 99 | Ivypark X21 | 208 | Polokwane X110 | 317 | |
| 100 | Ivypark X22 | 209 | Polokwane X111 | 318 | |
| 101 | Ivypark X24 | 210 | Polokwane X112 | 319 | |
| 102 | Ivypark X25 | 211 | Polokwane X113 | 320 | |
| 103 | Ivypark X26 | 212 | Polokwane X119 | 321 | |
| 104 | Ivypark X35 | 213 | Polokwane X121 | 322 | |
| 105 | Ivypark X36 | 214 | Polokwane X123 | 323 | |
| 106 | Ivypark X37 | 215 | Polokwane X124 | 324 | |
| 107 | Ivypark X38 | 216 | Polokwane Rural | 325 | |
| 108 | Ivypark X41 | 217 | Polokwane Schools | 326 | |
| 109 | Ivypark X42 | 218 | Ramatlhodi | 327 | |

PARENT FARMS:

| | | | | | |
|------------|-------------|-----------|------------|-----------|----------------|
| | | | | | |
| KQ 1215 | KQ 1215 | KS 256 | Lucasrust | LS 741 | Doornspruit Or |
| KS 9 | Driefontein | KS 257 | Doornhoek | LS 741 | Thorncastle |
| KS 11 | Rotterdam | KS 258 | Kopermyn | LS 742 | Zandrivier |
| KS 12 | Rotterdam | KS 259 | Kopermyn | LS 744 | Roodepoort |
| KS 13 | Rietvley | KS 262 | Schoonheid | LS 745 | Langgenoeg |

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|-------|-------------------|-----------|-----------------------|-----------|----------------|
| KS 14 | Turffontein | KS 263 | Schoonheid | LS 746 | Weltevreden |
| KS 15 | Hollandsdrift | KS 265 | Aasvogelkrans | LS 750 | Doorndraai |
| KS 17 | Eersteling | KS 266 | M'Patlelespoort | LS 831 | Gladdekoppies |
| KS 18 | Waterval | KS 958 | Phoenix | LS 849 | Pretoriusburg |
| KS 19 | Rechtgenoeg | KS 969 | Roodevlakte | LS 850 | Afsaal |
| KS 20 | Wildebeestfontein | KS 970 | Springbokbult | LS 854 | Pretoriusburg |
| KS 20 | Wildebeestfontein | LS 574 | Opgaaf | LS 856 | Nelie |
| KS 21 | Largo | LS 576 | Wachteenbeetjebosch | LS 859 | Kalkfontein |
| KS 22 | Deelkraal | LS 606 | Locatie Van Malietzie | LS 860 | Sterkwater |
| KS 23 | Rietkolk | LS 607 | Lastfontein | LS 861 | Driehoek |
| KS 24 | Palmietfontein | LS 609 | Palmietfontein | LS 862 | Bergplaats |
| KS 25 | Nantes | LS 617 | Wederklank | LS 863 | Rietfontein |
| KS 27 | Steendal | LS 620 | Palmietfontein | LS 865 | Vierhoek |
| KS 28 | Du Preez Rust | LS 621 | De Put | LS 866 | Doornloop |
| KS 29 | Lang En Smal | LS 622 | Rondepan | LS 867 | Brits |
| KS 29 | Lang En Smal | LS 623 | Schuilkraal | LS 870 | Uitval Grond |
| KS 30 | Doornfontein | LS 624 | Doornbult | LS 872 | Boschkopje |
| KS 31 | Goedehoop | LS 625 | Vlaklaagte | LS 873 | Palmietfontein |
| KS 32 | Beestekraal | LS | Eerste Geluk | LS | Nooitgedacht |

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|-------|------------------|-----------|--------------------|-----------|-----------------|
| | | 626 | | 874 | |
| KS 33 | Vrischgewaagd | LS 629 | Vaalwater | LS 875 | Weltevreden |
| KS 34 | Rietfontein | LS 630 | Pelgrimshoop | LS 876 | Vaalkop |
| KS 35 | De Berg | LS 634 | Putfontein | LS 877 | Vaal Rand |
| KS 36 | Spanje | LS 654 | Uitvlugt | LS 879 | Bothashoek |
| KS 55 | Portugal | LS 655 | Doornspruit | LS 881 | Weltevreden |
| KS 57 | Grootvalley | LS 656 | Vaalkop | LS 882 | Schuinskloof |
| KS 58 | Schietfontein | LS 658 | Van Tondershoek | LS 908 | Klipspruit |
| KS 60 | Highlands | LS 659 | Sweethome | LS 911 | Spitskop |
| KS 61 | Meinhardskraal | LS 660 | Johnstonsrust | LS 912 | Doornfontein |
| KS 62 | Hartbeestfontein | LS 661 | Bultfontein | LS 913 | Nooitgedacht |
| KS 74 | Schoonheid | LS 662 | Zaailand | LS 914 | Onverwacht |
| KS 75 | Vrederust | LS 663 | Uitkyk | LS 915 | Tweefontein |
| KS 76 | Vrederust | LS 664 | Schaapplaats | LS 916 | Zandput |
| KS 77 | Uitkyk | LS 665 | Biesjespol | LS 917 | Mooifontein |
| KS 81 | Doornkloof | LS 666 | 666 | LS 918 | De Put |
| KS 82 | Doornhoek | LS 667 | Vogelstruisfontein | LS 919 | Melkboomfontein |
| KS 87 | Block X | LS 668 | Engelschedoornboom | LS 921 | Syferkuil |
| KS 88 | Frischgewaagd | LS 670 | Klipfontein | LS 925 | Syferfontein |

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|-----------|---------------|-----------|----------------|------------|-------------------|
| KS 89 | Witkoppies | LS 676 | Middelpunt | LS 984 | Bergvley |
| KS 90 | Mecklenburg | LS 677 | Vergunning | LS 985 | Doornhoek |
| KS 91 | Marsfontein | LS 678 | Stoeifontein | LS 986 | Mabuls Location |
| KS 94 | 94 | LS 680 | Doornkraal | LS 987 | Turfloop |
| KS 97 | Block A | LS 681 | Palm | LS 987 | Turfloop |
| KS 102 | Block B | LS 683 | Enkelbosch | LS 991 | Driefontein |
| KS 112 | Rooiboklaagte | LS 686 | Koppiefontein | LS 992 | Bezuidenhoutslust |
| KS 113 | Zwartrand | LS 688 | Sterkloop | LS 993 | Krugersburg |
| KS 114 | Diepkloof | LS 689 | Duvenageskraal | LS 994 | Spits |
| KS 172 | Kleinfontein | LS 689 | Duvenageskraal | LS 996 | Geluk |
| KS 173 | Tweefontein | LS 690 | Morgenzon | LS 996 | Geluk |
| KS 174 | Matjesfontein | LS 691 | Leeuwkuil | LS 997 | Baskoppie |
| KS 175 | Herwaarts | LS 693 | Uitval | LS 998 | Geluk |
| KS 176 | Grysfontein | LS 693 | Uitval | LS 1000 | Mijngenoegen |
| KS 177 | Goudhoek | LS 694 | Rietfontein | LS 1001 | Klakfontein |
| KS 178 | Klipspruit | LS 695 | Strijdomshoek | LS 1003 | Rietfontein |
| KS 179 | Vaalfontein | LS 696 | Bloedrivier | LS 1004 | Veerfontein |
| KS 180 | Quayle | LS 697 | Smitsplaats | LS 1005 | Majebas Kraal |
| KS | Kraalfontein | LS | Sterkfontein | LS | Kleinfontein |

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|-----------|------------------|-----------|-------------------|------------|------------------|
| 181 | | 698 | | 1006 | |
| KS 182 | Doornveld | LS 699 | Palmietgat | LS 1006 | Kleinfontein |
| KS 183 | Steelpadsnek | LS 700 | Kroon | LS 1007 | Vrederust |
| KS 186 | Uitval | LS 700 | Kroon | LS 1008 | Meriba |
| KS 187 | Molepos Location | LS 701 | Groote Dorst | LS 1009 | Rondeklip |
| KS 188 | Zamenloop | LS 702 | Oschatz | LS 1010 | Driekop |
| KS 189 | Nooitgedacht | LS 705 | Tweefontein | LS 1041 | Schilderkrans |
| KS 222 | Royle | LS 706 | Groenfontein | LS 1042 | Hardetyd |
| KS 230 | Goroga | LS 714 | Zandput | LS 1044 | Smitsdrift |
| KS 231 | Dulang | LS 723 | Klipkopjes | LS 1045 | Vergenoeg |
| KS 236 | Driehoek | LS 725 | Elandsfontein | LS 1046 | Maclean |
| KS 237 | Malipspoort | LS 726 | Koppie Alleen | LS 1047 | Matjeskraal |
| KS 238 | Kliphoek | LS 727 | Suikerboschplaats | LS 1049 | Palmietfontein |
| KS 239 | Grootspruit | LS 728 | Drieangel | LS 1050 | Laatste Hoop |
| KS 240 | Poortje | LS 729 | Paddadorst | LS 1051 | Uni Of The North |
| KS 241 | Baviaanskrans | LS 730 | Bultfontein | LS 1052 | Dikvrouw |
| KS 242 | Witkopje | LS 731 | Rietfontein | LS 1053 | Middelkop |
| KS 243 | Zoetfontein | LS 732 | Holspruit | LS 1054 | Laatstehoop |
| KS 244 | Jaskraal | LS 733 | Syferfontein | LS 1136 | Jansenpark |

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|-----------|-------------------|-----------|---------------|------------|--------------|
| KS 245 | Doorndraai | LS 734 | Brakslout | LS 1173 | Sunbake |
| KS 249 | Waterplaats | LS 735 | Doornfontein | LS 1184 | Eerstegoud |
| KS 250 | Diepslout | LS 736 | Boschfontein | LS 1187 | 1187 |
| KS 251 | Kranskloof | LS 737 | Schanhauzen | LS 1191 | Kleinbegin |
| KS 252 | Kopermyn | LS 738 | Snymansdrift | LS 1193 | Corobrik |
| KS 254 | Kopermyn | LS 740 | Langdale | LS 1195 | Gateway |
| KS 255 | Kopermyn | | | LS 1198 | Grumeti |
| | | | | LS 1204 | Eerstegoud |
| | | | | | |
| LS 530 | Johnstoneshoek | LS 535 | Graaff Reinet | LS 536 | Lonsdale |
| LS 537 | Lonsdale | LS 538 | Lonsdale | LS 642 | Utrecht |
| LS 717 | Jupiter | LS 528 | Luss | LS 529 | Fairlie |
| LS 649 | Burletta | LS 651 | Billingsgate | LS 652 | Venus |
| LS 653 | Bergzicht | LS 596 | Zaaipplaats | LS 597 | Cornelia |
| LS 598 | Rampietjesfontein | LS 599 | Ceres | LS 53 | |
| LS 583 | Luttigsdale | LS 633 | Kalkspruit | LS 635 | Uitzicht |
| LS 636 | Vlaklaagte | LS 637 | Waschbank | LS 638 | Koppie Enkel |

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|-----------|---------------------------|-----------|------------------|-----------|---------------|
| LS 639 | Zandfontein | LS 640 | Bultfontein | LS 641 | Uithoek |
| LS 643 | Strydfontein | LS 644 | Christina | LS 645 | Eensgevonden |
| LS 646 | Commissiedrift | LS 647 | Langverwacht | LS 648 | Anna |
| LS 592 | Bacchus | LS 595 | Goede Hoop | LS 584 | Vulcanus |
| LS 709 | Locatie Van Machichaan | LS 710 | Waterplaats | LS 711 | Waterplaats |
| LS 712 | Waterplaats | LS 713 | Glen Roy | LS 715 | Diana |
| LS 716 | Diana | LS 603 | Abramsfontein | LS 604 | Zomersfontein |
| LS 585 | Olympus | LS 586 | Juno | LS 587 | Chloe |
| LS 588 | Vlakfontein | LS 589 | Cloetesdam | LS 590 | Kordon |
| LS 724 | Doornfontein | LR 766 | Elandsfontein | LR 767 | Stirum |
| LR 768 | Dorstland | LR 695 | Schoongelegen | LR 732 | Goedgevonden |
| LR 733 | Tweespalk | LR 734 | Prague | LR 735 | Chlun |
| LR 736 | Swerwerskraal | LS 591 | Matalas Location | LR 731 | Elberfield |

The valuation process generates a substantial percentage of municipality's income and therefore the municipality could suffer significant detriment, if the valuation services provided are not accurate.

There is also a significant customer service focus associated with the valuation process that affects the municipality's image.

The Bidder must commit themselves to strict confidentiality (including POPI Act) both during and after the valuation process.

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

The Bidder will be required to prepare a project plan in terms of Schedule 7 and to adhere to the time schedules detailed therein, in line with paragraph 18 (Key Tasks Functions) hereof.

Municipality will provide the Bidder with certain data as detailed in paragraph 14 hereof.

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

2 QUALIFICATION OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

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

The Bidder must nominate the person to be designated as the Municipal Valuer by completing **Schedule 1**.

In terms of Section 39(2) (a) where the municipality requires the appointment of Assistant Municipal Valuers only, such Assistant Municipal Valuers must be nominated by the Bidder completing **Schedule 2**.

Where the municipality requires the services of a Municipal Valuer, The Bidder shall be entitled to nominate, Assistant Municipal Valuers to be appointed under his control and authority.

In such cases, Schedule 1 and 2 must be completed.

The municipality reserves the right to-

Fully investigate the qualifications, experience and performance of the nominated person/s in terms of **Schedules 1 and 2** hereof by reference to:

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the nominated person/s within the valuation profession;

- Municipality shall be entitled to obtain references from any professional body that the
- nominated person/s is associated with;
- Municipality reserves the right to interview the nominated person/s;

The Bidder 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 Bidder, municipality reserves the right to cancel this agreement and hold The Bidder and/or appointed Municipal Valuer liable for any damages it may suffer as a result thereof.

The municipality shall not be obliged to approve any request for cession and/or assignment but may not reasonably withhold such approval.

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

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

3. SERVICES REQUIRED

The Bidders are invited from experienced and suitably qualified Bidder(s) to compile and maintain valuation roll/s and supplementary valuation rolls.

The Bidder will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period: -1 July 2024 to 30 June 2029 and provide monthly reports.

In addition to compiling the said valuation rolls,

The Bidder nominated person/s will be required to assist municipality in:-

- (1) The preparation of the Rates Policy in terms of the Act and provide prove that they have previous experience in compiling the Rates Policies pertain to the Valuations.
- (2) Community Participation and Public Awareness relating to the valuation and objection process and provide prove that they have previous experience and done so before.
- (3) Attending to Valuation Enquiries on behalf of the municipality.

Bidder's nominated person/s will be required to undertake the following functions and/or services as per the Act as amended: -

- (4) Valuation of different categories of properties in terms of Section 8(2).
- (5) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by municipality.
- (6) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by municipality.
- (7) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (8) Compliance with the provisions of Section 30.
- (9) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (10) Comply fully with Section 34 – Functions of Municipal Valuer.
- (11) Section 36 – Data Collectors. Assume responsibility for their performance.
- (12) Comply with Section 37 – Delegation where applicable and if necessary.
- (13) Comply with Section 39 – Qualifications of Municipal Valuers.

- (14) Comply with Section 40 – Prescribed Declarations.
- (15) Comply with Section 41 – Inspection of property within defined days and times.
- (16) Comply with Section 42 – Access to Information.
- (17) Comply with Section 43 – Conduct of Valuers.
- (18) Comply with Section 44 – Protection of Information.
- (19) Comply with Section 45 – Valuation methodology and Section 13 hereof.
- (20) Comply with Section 46 – General basis of valuation.
- (21) Comply with Section 47 – Sectional Title Schemes.
- (22) Comply with Section 48 – Content of valuation roll including any additional information that the municipality may require in terms of this tender.
- (23) Comply with Section 51 – Processing of objections, if so required by municipality.
- (24) Comply with Section 52(1) (3) – Compulsory review.
- (25) Comply with Section 53 – Notification.
- (26) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (27) Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by municipality.
- (28) Comply with Section 81 & 82 of the Act. Bidder(s)/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.

4. DEFINITIONS

| | |
|---------------------------|---|
| Date of Valuation: | shall mean the Date of Valuation as determined by municipality in terms of the Act; 03 July 2023 . |
| Act | : Means Municipal Property Rates Act of 2004 as amended. |
| Date of Draft Submission: | shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs 30 November 2023 ; |
| Date of Final Submission: | shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s), 25 January 2024 |
| Specialized Properties: | Specialized Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties: |

- Regional Shopping Centres e.g. Mall of the North
- Hotels
- Conference Centres
- Quarries
- Mines
- Grain Depots
- Private Hospitals
- Provincial and/or State buildings such as Civic Centres, Prisons etc.
- Airports, Harbours and Stations
- Steel Manufacturer
- Cement Factory
- Related industrial or regulated properties

The Bidder shall be required to assist the municipality to compile a register of properties and separate extract of Specialized Properties that will enable municipality to easily refer at any time to such properties in terms of Municipal Property Rates Act

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;

Data and Information: includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender; **Data Ownership:** all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;

Data Transfer: all data utilised and/or collected by The Bidder including that of the data capturers, will be transferred by The Bidder to the municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format;

Property Master File: shall be defined as a property master file containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation. The Bidder will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

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

The purpose of the master file is to enable the public and officials of the municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the municipality. The Bidder must demonstrate in the response to this tender the system used to allow for such easy access.

The master file and/or valuation rolls will cross-refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.

Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on either the master file and/or the valuation rolls.

All consolidations, excisions, notarial ties, township proclamations etc which result in unregistered records being created will be recorded from date of commencement of this tender and shall continue for the full duration hereof.

Any other definitions will be as per the Polokwane municipality Property rates policy and the Property Rates Act as amended and the Act shall supersede any definition contrary to the Act.

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

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

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

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

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

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

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 Bidder 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 public.

Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses etc. Such information may only be disclosed in terms of Sect (44) of the Act.

6. CONFIDENTIALITY

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

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

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

7. PENALTIES, DEFAULTS, REMEDIES AND RETENTION

7.1 PENALTIES AND DEFAULTS

It is a specific condition of this tender that the Bidder 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 Bidder not conforming to the standards required by the municipality as contained in the tender document, Bidder 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

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

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

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

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

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

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

Should the municipality suffer any losses as a result of the default of Bidder 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 Bidder and/or the nominated person/s.

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

7.2 REMEDY

As this Tender form a joint effort and partnership between the parties no penalties will be allowed for herein.

Should it be apparent to the municipality that after the Bidder has been advised in writing by municipality that the Bidder is in default in complying with the deadlines of either stage 1 or 2 and that the Bidder has failed to rectify such default within the amended time limit set by municipality then in such event municipality shall be entitled to cancel the contract and appoint a substitute Bidder. In such event, the Bidder will supply municipality with all data collected in his possession and municipality reserves the right to offset any payment due to Bidder against the cost of appointing another person to fulfil the requirements of this tender. If the cause of delay is due to the municipality not supplying the Bidder 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, but shall be liable for any additional and direct costs incurred by the Bidder caused by such delay.

7.3 RETENTION

The municipality shall retain any payments or part thereof.

8. INSURANCE

The Bidder shall submit proof in terms of **Schedule 8** thereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1,000,000.00 and Public Liability Insurance held by The Bidder for a minimum value of R500,000.00 on the awarding of this Tender.

9. VALUATION SUMMARY

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

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

| DESCRIPTION | ESTIMATED NO OF ENTRIES |
|---|-------------------------|
| Agricultural Properties | 2252 |
| Business and Commercial Properties | 2 680 |
| Industrial Properties | 1194 |
| Mining Properties | 2 |
| Municipal Properties | 1 051 |
| Non Permitted Use | 209 |
| Places of Worship | 165 |
| Private Open Space | 166 |
| Public Benefit Organisation | 12 |
| Public Service Infrastructure | 192 |
| Properties Owned by Organ of State (Public Service Purposes | 364 |
| Residential Properties | 63 770 |
| TOTAL ESTIMATED NO OF ENTRIES | 72 057 |

The Bidder shall base their tender on entries in the Valuation Roll as set out in Schedule 3.

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

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

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

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

10. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on an annual basis for the following periods and may be extended thereafter at the discretion of the Municipality:

July 2024 to June 2025

July 2025 to June 2026

July 2026 to June 2027

July 2027 to June 2028

July 2028 to June 2029

The Bidder will be required to submit a certified supplementary valuation roll at least once per annum on the date agreed by the municipality.

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

Where The Bidder has been appointed to supply GIS services to the municipality, The Bidder will be obliged to maintain the GIS and reconcile supplementary valuations made with the GIS not less than once per month. The Bidder must provide a comprehensive submission to demonstrate its GIS capabilities, and be able to demonstrate its capabilities in a presentation, should the Bidder be invited to do such presentation.

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

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

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

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

11 OBJECTIONS

Bidder must comply with the provisions of sections 51, 52 & 53 of the Act as amended.

The Bidder must completely manage the objection process under the supervision of the appointed municipal official. The Bidder must submit a comprehensive document and proposal for this function.

The cost of complying with the objection process is reflected in **Schedule 3**.

12 APPEALS

The Bidder must attend all the valuation appeal board hearings.

The cost of attending to the hearings is reflected in Schedule 3.

13 DATA COLLECTION AND DATA COLLECTION SYSTEMS

The Bidder will be fully responsible for the obtainment of all data necessary for The Bidder to compile the Valuation Roll and Supplementary Valuation Rolls.

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

The data collected by the Bidder should include a photo of the property with GPS reference, cadastral information, ownership details, land use management and zoning details for every property parcel within the area of jurisdiction. A fair measurement of the building and improvements must be provided in the data. The Tender must include a submission that indicates the way in which he/she will approach and perform the process. The data captured for every property or surveyed by the data capturers should be scanned and be handed over to the municipality in PDF format 30 days after implementation of the valuation roll. The survey data together with the geo-referenced photo of each property should be indexed for easy access and use by the municipality.

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

If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give The Bidder 30 days written notice setting out their findings and request The Bidder to rectify such default, failing which municipality shall be entitled to cancel this tender without further notice.

The Bidder will be given the opportunity to explain to municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by The Bidder. All data collected by The Bidder in no matter what format is the property of municipality.

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

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

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

In all cases, the bidder shall be required to do physical inspection on a minimum of 30% of properties per township, and the following data will be applicable: -

Extent of erf

Date of purchase (where available)

Purchase price (where available)

Multiple use (if applicable)

Name of owner (including part owners)

Street address (where available)

Zoning and use

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

13.1 RESIDENTIAL ERVEN AND BUILDINGS

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

Condition and rating

Number of storeys

Quality

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

Special features i.e. swimming pool, walling

Topography/slope, View

13.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

Adverse features

Condition of section and scheme

Developable Land reserved for future extension to scheme

Erf no (cross referred)

Exclusive use area

Floor level

Name of scheme

No of storeys in the scheme

Participation quota

Positive features

Registration no of scheme

Unit and flat no

Unit type i.e. simplex, duplex, etc, View

13.3 INCOME PRODUCING PROPERTIES

Condition Rating

Description of Units I.E. 12 X 1 Bedroom Flats, 6 X Ground Floor Shops

Expense Ratio to Gross Income

Rentable or Usable Area

Gross Building Area

Other Income Factors E.G. Car Bays

Quality of Building Rating

Rentals Actual and/or Estimates Provided By Agents, Tenants, Landlords Etc.

Sales Capitalization Rates And Other Information Obtained From Agents, Brokers, and Purchasers Etc.

Surplus Developable Land

Turnover Contribution If Available

13.4 SPECIALISED PROPERTIES

Data relating to specific type of property e.g. number of beds in hospital etc.

Schedule reflecting description and use of buildings.

Size of all buildings

13.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc

Description of all buildings including use, condition and functionality.

Schedule of estimated building sizes

Investigation of land claims, land tenure etc

13.6 URBAN VACANT LAND

Adverse features

Positive features

Topography/slope

Soil conditions

Services

View

13.7 MINING LAND

All data relating to the freehold including inter alia offices, hostels, dwellings etc.

Buildings must be measured and fully described.

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

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

13.8 REGISTERED LEASES

Salient features of the lease.

13.9 PUBLIC INFRASTRUCTURE

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

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

13.10 GENERAL

Sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this tender.

Such analysis is to be fully documented and made available for internal and external monitoring purposes.

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

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

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

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

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

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

All data collected will be internally monitored, verified and checked by the municipality on an ongoing basis.

The municipality does not guarantee the accuracy or correctness of any data supplied to Bidder and it is the responsibility of Bidder to check and correct any such data supplied.

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

14. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY AND/OR BIDDER

14.1 UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE BIDDER WITH THE FOLLOWING DATA:

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

OPTIONS

The municipality will specify which of the following data it will make available to the Bidder and what data it requires the Bidder to obtain at their cost.

14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

| | FUNCTION | MUN TO PROVIDE | BIDDER TO PROVIDE OBTAIN |
|----|---|----------------|-----------------------------|
| 1 | Aerial photographs/satellite imagery | No | Yes |
| 2 | Building plans where available | Yes | No |
| 3 | Bulk deeds download at commencement date | No | Yes |
| 4 | Cadastre | Yes | No |
| 5 | Copies of all offers received to purchase and/or lease Municipal properties | Yes | No |
| 6 | Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not | Yes | No |
| 7 | Copies of all consent use applications received, approved or declined | Yes | No |
| 8 | Copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality | Yes | No |
| 9 | Copies of all approvals and/or rejections by municipality of the above | Yes | No |
| 10 | Copies of all policy decisions relating to immovable property within municipality | Yes | No |
| 11 | Monthly copies of water and electricity deposits relating to properties not previously connected | Yes | No |
| 12 | Development Plans | Yes | No |
| 13 | Geographic information system | Yes | No |
| 14 | Monthly clearance certificates | Yes | No |
| 15 | Monthly Deeds downloads | Yes | No |
| 16 | Occupation Certificates where available | Yes | No |
| 17 | Planned roads and other infrastructural services, | Yes | No |

| | | | |
|----|---|-----|----|
| | i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. | | |
| 18 | Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements | Yes | No |
| 19 | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | Yes | No |
| 20 | Town planning scheme | Yes | No |
| 21 | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement | Yes | No |

Note: The above information is limited to availability, the municipality does not guarantee completeness and accuracy thereof. It is the Bidder's responsibility to request the above information a month in advance. The Bidder will however be held fully liable for any delays in the submission of general valuations to the municipality and as such must take all reasonable steps to ensure the information if obtained and the valuation roll is submitted in time.

14.3 SUPPLEMENTARY VALUATION ROLL

Municipality will specify which of the following data it will make available to the Bidder and what data it requires the Bidder to obtain at their cost.

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

| | FUNCTION | MUN TO PROVIDE | BIDDER TO PROVIDE OR OBTAIN |
|----|--|----------------|-----------------------------|
| 1 | Aerial photographs/satellite imagery (the municipality will require imagery to be updated three (3) years from original compilation of the roll (2026/2027). | No | Yes |
| 2 | Building plans and schedule of monthly-completed buildings. | Yes | No |
| 3 | Cadastre monthly updates | No | Yes |
| 4 | Monthly copies of all offers received to purchase and/or lease Municipal properties | Yes | No |
| 5 | Monthly copies of all sales/ rental agreements relating to properties sold by municipality whether registered or not | Yes | No |
| 6 | Monthly copies of all consent use applications received, approved or declined | Yes | No |
| 7 | Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality | Yes | No |
| 8 | Monthly copies of all approvals and/or rejections by municipality of the above | Yes | No |
| 9 | Monthly copies of all policy decisions relating to immovable property within municipality | Yes | No |
| 10 | Monthly copies of water and electricity deposits relating to properties not previously connected | Yes | No |
| 11 | Development Plan and changes thereto | Yes | No |
| 12 | Geographic information system Monthly maintenance thereof - if applicable | No | Yes |
| 13 | Monthly clearance certificates | Yes | No |

| | | | |
|----|--|-----|----|
| 14 | Monthly Deeds downloads | Yes | No |
| 15 | Monuments and Heritage buildings declared from time to time | Yes | No |
| 16 | Occupation Certificates where available | Yes | No |
| 17 | Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – on-going basis | Yes | No |
| 18 | Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – on-going basis | Yes | No |
| 19 | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | Yes | No |
| 20 | Town planning scheme – updates thereof | Yes | No |
| 21 | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement | Yes | No |
| 22 | Annual inspection and review of section 9 & 15 properties referred to in the Act | Yes | No |
| 23 | Monthly diagrams from surveyor general | Yes | No |
| 24 | Notices appearing in government/provincial gazettes relating to properties within the municipality | Yes | No |
| 25 | Annual review of rates policy copy thereof | Yes | No |

Note: Where the municipality fails to provide the Bidder with any key information it undertakes to do so in terms hereof resulting in delays being incurred in the compilation of the supplementary valuations and/or the supplementary valuation rolls, the Bidder will inform the municipal manager of such delays and the implication in time as a results the bidder will not be held liable for any such delays. The Bidder will however be held fully liable for any delays in the submission of supplementary valuations to the municipality.

Where the municipality is not fulfilling its obligations in terms of this paragraph the Bidder will advise the Municipal Manager of such default and request that the default of municipality be rectified by them within 14 days.

15 PRINTING AND BINDING OF ROLLS

Bidder shall be responsible for providing twelve (12) copies of the valuation roll which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed (compliant with both MPRA and POPI Act).

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 Bidder. In addition, Bidder shall provide the municipality with an electronic copy of the valuation roll / billing report by CD or any portable electronic storage and supplementary rolls in a printable format to the project manager.

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

16 VALUATION SYSTEM

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

- 16.1 If a mass valuation system is used by the Bidder, the system must be compatible with the valuation system/billing system of the municipality if applicable.
- 16.2 The valuation system must be compatible with the billing system of the municipality and GIS system utilized by the municipality as well as other management systems that are affected by the valuation process.
- 16.3 The valuation system must allow a two-way communication between the municipality and the valuer. The municipality should be able to issue instructions through the system, track the progress and receive feedback from the valuer. The system must be linked to email facility.
- 16.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 16.5 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
- 16.6 In the case of property data

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

Land use, zonings, size, sub divisions, consolidations, excisions, notarial ties etc.

Current and previous owners

Date of sale and transfer

Sales price

Title deed numbers

Servitudes

Caveats

Type of sale i.e. vacant or improved

16.7 In the case of Valuations

All current and future valuations

All changes to valuations to be historically reflected

Ability to produce monthly supplementary rolls for auditing and checking purposes

16.8 Objections

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

Name of objector

Name of owner

Objection number

Entry required by objector

Decision of valuer

Reasons of valuer

Decision of appeal board

Existing valuations and valuations reflected in the valuation roll

Adjustments made by the appeal board

Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

16.9 Other

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

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

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

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

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

17. DATA BACK UP, AND DISASTER RECOVERY PLAN AND DATA TRANSFER.

17.1 DATA BACK UP AND DISASTER RECOVERY PLAN

All data collected by the Bidder is the property of the municipality. the Bidder will be required at all times to fully protect such data against theft, data corruption, data espionage and data loss.

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

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

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

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

4 hereof. The Bidder will comply with the following minimum requirements for data protection and data recovery:

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

- j. the Bidder may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.
- k. All data output from a relational database system will be provided and made available in an approved format to municipality.
- l. The Bidder will ensure that all data is backed up on a daily basis and verified.
- m. the Bidder will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- n. The Bidder will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- o. the Bidder will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- p. The Bidder will ensure that this backup cycle be enforced for the duration of the tender.
- q. The Bidder will adhere to and implement the backup software vendors 'best practice' specifications.
- r. The Bidder will adhere to and comply with the backup hardware manufacturers specifications.
- s. The Bidder will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

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

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

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

17.2 DATA TRANSFER

Bulk data transfer shall be made available to municipality in a format specified by municipality.

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

The Bidder may utilize optical based media technology for archiving purposes.

The Bidder may utilize optical based media technology for data presentation.

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

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

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

17.3 GENERAL

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

18. KEY TASK FUNCTIONS

The Bidder will be required to follow the stages set out below and adhere to the following deadlines;

| STAGE | DESCRIPTION | DEADLINE DATE | NORM |
|-------|--|---------------|--|
| 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. | | 2-3 months |
| 2 | Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc. | | 2-4 months |
| 3 | Compiling of valuations | | 2-3 months |
| 4 | Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation | | 1 month |
| 5 | Submission of draft roll | | Municipality may at their option require a draft roll to assist in the determination of their tariffs or to internally monitor the standard of the valuation roll. If required they may require Bidder to correct the draft roll prior to submission of the certified roll |
| 6 | Corrections and submission of certified roll and reconciliation | | 2 -4 weeks |

| | | | |
|----|--|--|--|
| | between property master file and existing valuation records of the municipality | | |
| 7 | Objections process as per Act | | |
| 8 | Valuation appeal board hearing | | |
| 9 | Attending to all valuation enquiries | | |
| 10 | Submission of all data or copies thereof to municipality & issuing of final delivery certificate | | |

19. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

Failure to meet the deadlines in regard to the submissions of draft and certified valuation rolls will result in delays in the finalization 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 may be effected on a pro-rata basis per entry payable either at the end of a stage or in progressive performance related payments during a stage.

20. MINIMUM REQUIREMENTS PER STAGE:

STAGE 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll
- All supplementary valuation rolls
- Cadastre information
- Aerial photographs if supplied by municipality

Bulk Deeds download.

Download all data on to valuation system and create property master.

Compare cadastre with the deeds download and existing Municipal Valuation Roll.

Download other data in terms of section 48(2).

Order aerial photographs if not supplied by municipality.

STAGE 2: DATA COLLECTION:

Includes: -

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

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

STAGE 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

STAGE 4: INTERNAL MONITORING OF VALUATIONS:

Internal quality control to be conducted by 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 DRAFT ROLL:

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

STAGE 6: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL:

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

All draft valuation rolls submitted may be subjected to external monitoring by the municipality. After correcting the Draft Roll, if it is a requirement of municipality to do

so, shall bind and certify the roll for submission to the Municipal Manager.

STAGE 7: OBJECTION PROCESS:

The Bidder will be obliged to attend to the following:

Receive objections in terms of section 50(5)

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

Comply with section 53(1) and 53 (3)

STAGE 8: VALUATION APPEALS BOARD HEARINGS:

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

STAGE 9: ATTENDING TO ALL VALUATION ENQUIRIES:

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

STAGE 10: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF FINAL DELIVERY CERTIFICATE

The Bidder will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter that a copy of all data in their possession has been provided to municipality in either an electronic or hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

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

21. PUBLIC PARTICIPATION AND AWARENESS:

The Bidder will be required to attend meetings in regard to the rate policy as well as being involved in public awareness relating to the valuation process.

The Bidder will be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied.

The costs hereof are set out in **Schedule 3** hereof.

The Bidder will be required to manage the entire Public Participation and Awareness campaign in terms of the various Acts.

The Bidder must provide a comprehensive submission and project plan on the proposed Public Participation events, municipal management and political leaders required to assist in such events.

22. METHODS OF PAYMENT:

The municipality will pay Bidder on a progress basis measured against performance of each stage or as mutually agreed between the municipality and the Bidder (the percentage payment shall not exceed the rate per entry).

| STAGE No | DESCRIPTION | % PAYMENT | PAYABLE ON COMPLETION | PAYABLE IN MONTHLY PAYMENTS |
|-----------------|--|------------------|---|------------------------------------|
| 1 | Commencement phase and Internal monitoring | 10% | | |
| 2 | Data collection | 30% | | |
| 3 | Valuation compilation | 20% | | |
| 4 | Submission Draft Roll | 5% | | |
| 5 | Submission of certified roll | 5% | | |
| 6 | Objection process and completion of reasons | 10% | | |
| 7 | Valuation appeal board hearing | 10% | At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission | |
| 8 | Submission of data to municipality and issue by municipality of final delivery certificate | 10% | | |
| | | 100 % | | |

23 SCHEDULE OF FEES

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

24 GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

This section will only apply if required by the municipality. The Bidder must to provide a GIS, the following will be the minimum requirements and specifications of such a system.

24.1 GENERAL DESCRIPTION OF SERVICE

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

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

24.2 GIS DATA STANDARDS

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

- All GIS data will be available in a format compatible with the GIS of the municipality (if applicable);
- Cadastral data will be available in geographic coordinates on the WGS84 datum;
- The sizes of cadastral entities represented by means of the GIS, shall match the registered size of such properties, subject to a deviation of acceptable tolerance;
- A copy of all aerial photography used by the Bidder will be provided to municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll;

- Municipality must state the maximum age of aerial photography and/or satellite imagery to be used. As a guideline where no spatial database representing footprints of buildings is available, older aerial photographs, which are more economical to obtain, can be used. However, where aerial photographs are required to detect changes in the data from year to year, only new photographs can be used.
- Despite the age of the aerial photography used in the valuation process, it remains the responsibility of the Bidder to ensure that the data reflected on the valuation roll is an accurate and true reflection as at date of valuation of what is found on the properties comprising the roll. Bidder(s) must therefore use ground control measures to verify and confirm the results obtained from aerial photography.
- The GIS shall be fully compatible with the Bidder valuation system. As well as being compatible with the municipal system.

24.3 AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

The Bidder is required as a condition of tender to supply and use aerial photography/imagery in the fulfilment of this tender.

The Bidder is required as a condition of the tender to supply and use aerial photography/imagery in the fulfilment of this tender.

Photography/Satellite imagery:

- Must be recent and updated continuously during the appointment period.
- Must be available to the officials of the municipality in a user friendly format.
- Must form part of the GIS system and incorporated to in the GIS application used.
- Application used must be able to display GIS data base info in the cadastre incorporating imagery.

The Bidder must demonstrate in its submission the use of the GIS and imagery.

SCHEDULE 1

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

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

| | |
|---|--|
| FULL NAMES | |
| I.D. NUMBER | |
| PROFESSIONAL QUALIFICATIONS | |
| | |
| | |
| | |
| PROFESSIONAL REGISTRATION NO (ATTACH CERTIFIED COPY OF CERTIFICATE | |

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS

[illegible]

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

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

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|-------------------------|------------------|---------------------|--------------|
| | | | |
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

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

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | NO OF APPEALS | NO OF APPEALS UPHELD BY THE BOARD | WHAT WAS THE % REDUCTION AWARDED BY THE BOARD COMPARED TO THE VALUATIONS COMPILED BY YOU? |
|-----------------------------|----------------------------|--------------------------|------------------------|----------------------|--|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |

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

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

| | |
|--|--|
| FULL NAMES | |
| I.D. NUMBER | |
| PROFESSIONAL QUALIFICATIONS | |
| | |
| | |
| | |
| PROFESSIONAL REGISTRATION NO (ATTACH CERTIFIED COPY OF CERTIFICATE | |

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

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

WORK EXPERIENCE IN COMPILING MASS-MUNICIPAL VALUATIONS

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

SCHEDULE 2

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

| | |
|--|--|
| FULL NAMES | |
| I.D. NUMBER | |
| PROFESSIONAL QUALIFICATIONS | |
| | |
| | |
| | |
| PROFESSIONAL REGISTRATION NO (ATTACH CERTIFIED COPY OF CERTIFICATE | |

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS

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

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

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|-------------------------|------------------|---------------------|--------------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
| | | | |
| | | | |
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SCHEDULE 3

DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be as set out under paragraph 17 hereof. In the event of Bidder, not wishing to conform to such standards Bidder shall attach as Schedule 4, a complete proposal in this regard. Municipality shall not be obliged to accept such proposal of Bidder and municipality reserves the right to refer the proposal of Bidder for evaluation by a recognised expert in the field of data backup and recovery.

SCHEDULE 4

The Bidder 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.

THE BIDDER MAY APPOINT A SPECIALIST TO ASSIST HIM TO MEET THE COMPUTER AND IT REQUIREMENTS TO COMPLY WITH THIS TENDER>

SCHEDULE 5

HUMAN RESOURCES

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

Schedule 5 must be accompanied by human resource organogram of the Bidder and nominated persons

[illegible]

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SCHEDULE 6

PROJECT WORK PLAN

SCHEDULE 7

PROOF OF INSURANCE COMPLIANCE

Attached as Schedule 8 proof in terms of paragraph 8.

SCHEDULE 8

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000 AND POPIA

Declaration by Bidder and Nominated person

SCHEDULE 9

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

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

SCHEDULE 10

COPIES OF DULY AUTHORISED RESOLUTIONS WHERE THE BIDDER IF NOT A NATURAL PERSON

SCHEDULE 11

STATEMENT OF ADDITIONAL SERVICES THAT BIDDER WILL PROVIDE

ATTACH PROPOSAL

SCHEDULE 12

DETERMINATION OF FEES

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

R..... Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rates of items 1.1 to 1.23 hereunder.

The pro-rata adjustments will be calculated on the individual rates of items 1. to 23.10 hereof.

Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1. to 23.10

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT INCLUDING VAT |
|-------------|---|---------------------|----------------------|
| | Valuation Roll | Fixed tender amount | . |
| | | | |
| 1.00 | Agricultural Holdings | | |
| 1.10 | Agricultural Holdings used for Agriculture | Per Entry | |
| 1.20 | Agricultural Holdings used for Residential | Per Entry | |
| 1.30 | Agricultural Holdings used for Business or Commercial | Per Entry | |
| 2.00 | Farms | | |

| | | | |
|-------------|--|-----------|--|
| 2.10 | Farms used for Agriculture | Per Entry | |
| 2.20 | Farms used for Residential | Per Entry | |
| 2.30 | Farms used for Business & Commercial | Per Entry | |
| 2.40 | Farms used for Eco Tourism | Per Entry | |
| 2.50 | Farms used for Trading in or Hunting of Game | Per Entry | |
| 3.00 | Other | | |
| 3.10 | State and Trust land including | Per Entry | |
| 3.20 | Rural communal land | Per Entry | |
| 3.30 | National; Provincial & Municipal Public Service Infrastructure | Per Entry | |
| 4.00 | Residential | | |
| 4.10 | Single Residential | Per Entry | |
| 4.20 | Single Residential Township | Per Entry | |
| 4.30 | Sectional Title Residential (No of Units) | Per Entry | |
| 4.40 | General Residential (incl Rented Flats; boarding houses & hostels) | Per Entry | |
| 4.50 | Vacant Residential Land | Per Entry | |
| 5.00 | Business or Commercial | | |
| 5.10 | General Business Properties | Per Entry | |
| 5.20 | Guest Houses | | |
| 5.30 | Industrial Properties | Per Entry | |
| 5.40 | Sectional Title Shops/offices/ industrial (No of Units) | Per Entry | |
| 5.50 | Vacant Commercial / Industrial Land | Per Entry | |

| | | | |
|----------|--------------------------------------|-----------|--|
| 5.60 | Municipal owned Properties | Per Entry | |
| 6 | Specialised Properties | | |
| 6.10 | Abattoirs | Per Entry | |
| 6.20 | Airports/airfields | Per Entry | |
| 6.30 | Casinos/Hotels/Resorts | Per Entry | |
| 6.40 | Civic Centre | Per Entry | |
| 6.50 | Clinics | Per Entry | |
| 6.60 | Crèches | Per Entry | |
| 6.70 | Golf Courses/Estates | Per Entry | |
| 6.80 | Grain Co-ops | Per Entry | |
| 6.90 | Grain Depots | Per Entry | |
| 6.10 | Heavy Manufacturing/Engineering | Per Entry | |
| 6.11 | Hospitals (Private & State) | Per Entry | |
| 6.12 | Hotels, Resorts & Conference Centres | Per Entry | |
| 6.13 | Law courts | Per Entry | |
| 6.14 | Libraries | Per Entry | |
| 6.15 | Military Bases | Per Entry | |
| 6.16 | Mining properties | Per Entry | |
| 6.17 | Old Age / Retirement Homes | Per Entry | |
| 6.18 | Petrol Filling Stations | Per Entry | |
| 6.19 | Places of Worship | Per Entry | |
| 6.20 | Police Stations | Per Entry | |
| 6.21 | Post Offices | Per Entry | |
| 6.22 | Power Stations & Substations | Per Entry | |

| | | | |
|-----------|--|-----------|--|
| 6.23 | Prisons | Per Entry | |
| 6.24 | Quarries | Per Entry | |
| 6.25 | Racetracks | Per Entry | |
| 6.26 | Schools (Private & State) | Per Entry | |
| 6.27 | Shopping Centres | Per Entry | |
| 6.28 | Sports Facilities including Stadiums | Per Entry | |
| 6.29 | Stations & Shunting Yards | Per Entry | |
| 6.30 | Vacant Other Land | Per Entry | |
| 7 | Other Uses not described above | Per Entry | |
| 8 | Approved Unregistered Erven | Per Entry | |
| 9 | Land reform Properties: (i) Acquired through the Provision of Land and Assistance Act, 1993 or the Restitution of Land Rights Act, 1994; or (ii) which is subject to the Communal Property Association Act, 1996 | Per Entry | |
| 10 | Properties on which National Monuments are Proclaimed | Per Entry | |
| 11 | Property Master File | | |
| 11.10 | Maintenance of Master (Monthly) | Per Entry | |
| | | | |
| 12 | Supplementary valuations (Per Entry) | | |
| 12.10 | Year 1 | Per Entry | |
| 12.20 | Year 2 | Per Entry | |
| 12.30 | Year 3 | Per Entry | |
| 12.40 | Year 4 | Per Entry | |

| | | | |
|-----------|---|--------------------------------|---------|
| 12.50 | Year 5 | Per Entry | |
| 12.60 | Comply Sec 78 5 (a) of MPRA as Amended | Per Entry | |
| 13 | Others | | |
| 13.10 | Valuations other than for rating purposes | Hourly rate | R /hour |
| 13.20 | Consultations | Hourly rate | R /hour |
| 13.30 | Valuation enquiries | Hourly rate | R /hour |
| 13.40 | Travelling expenses for valuations other than for rating and for supplementary valuations | State the tariff to be applied | R /Km |
| 13.50 | Disbursements for valuations other than for rating and for supplementary valuations | State the tariff to be applied | R /hour |
| 14 | Data collection | | |
| 14.1 | As set out in this document Para 13 | Per Entry | |
| 14.2 | As set out in this document Para 14 | Per Entry | |
| 15 | Printing and Binding of the Rolls | | |
| 15.1 | Comply to requirements of Para 15 | Per Entry | |
| 15.2 | Additional copies of valuation roll | Per Entry | |
| 16 | Valuation System | | |
| 16.1 | Comply to requirements of Para 16 | | |
| 17 | Data Back-up and Disaster Recovery Plan | | |
| 17.1 | Comply to requirements of Para 17.1 | | |

| | | | |
|-----------|--|------------|---|
| 18 | Data Transfer | | |
| 18.1 | Comply to requirements of Para 17.2 | | |
| 19 | Objections | | |
| 19.10 | Comply to Section 51 (Per Objection) | Per reason | R |
| 19.20 | Comply to Section 53 (1 to 3) Per Objection | Per reason | R |
| 19.30 | Objection process (Fixed Cost) | | |
| 20 | Appeals | | |
| 20.10 | Appeals Board Hearings Preparation and consultations with professionals appointed by the municipality for specific appeals | Per hour | R |
| 20.20 | Attendance at Appeal Board hearing | Per day | R |
| 21 | Public awareness | Fixed fee | |
| 21.10 | Comply to requirements of Para 21 | | |
| 22 | Geographic Information System | | |
| 22.10 | Comply to requirements of Para 24.3 | | |
| 23 | Aerial Photography and Imagery | | |
| 23.10 | Comply to requirements of Para 24.3 | | |
| 24 | Bidder must be able to bill imagery | | |

Prices shall increase at the anniversary of contract in accordance with CPIX

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
 - a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 reference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- | | |
|---|-------------------|
| 1) | B-BBEE Status |
| level certificate issued by an authorized body or person; | |
| 2) | A sworn affidavit |
| as prescribed by the B-BBEE Codes of Good Practice; | |
| 3) | Any other |

requirement prescribed in terms of the B-BBEE Act;

- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

| | | |
|---------------------------|---|---|
| Non-compliant contributor | 0 | 0 |
|---------------------------|---|---|

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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

| | | |
|---------|--|--|
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ANNEXURE A

EVALUATION PROCESS AND CRITERIA

BID NO: PM41/2022

The following evaluation process and criteria will be used to evaluate this bid:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation on functionality. Bidders will be required to submit the following documents and other administrative compliance requirements as follows:

- Provide Central Supplier Database (CSD) number
- All pages of the bid document initialed and signed where required
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Signed J/V agreement submitted (Where applicable)
- Signing of the declaration of interest form **(MBD4)**
- Submission of municipal rates and taxes statement of account for the company and all the directors which is not older than three (3) months or Signed Valid lease agreement for service providers who are renting or leasing offices or Letter from tribal authority not older than 3 Months.
- Attach certified copy of South African Council for the Property Valuers Profession.

PHASE 2: EVALUATION ON QUALITY/FUNCTIONALITY = 100

| Bidder evaluation criteria for | Weight | Scores | Points allocations |
|---|--------|---|--------------------|
| Functionality | | | |
| Project Implementation Plan should consider the following (attached plan) | 20 | Detailed methodology to be used in the project | |
| IT, Data protection resources and Valuation System | | Bidders project with reference to proper works program, human resources schedule/allocation are tailored to meet contract expectation. | |
| Data Collection | | • Bidder provides a very good and technically sound project implementation and Methodology approach that meet project objective | 20 |
| Turnaround Time | | • Bidder provides a good and technically sound project implementation and Methodology approach that meet project objective | 15 |
| | | • Bidder provides a satisfactory project implementation and Methodology approach that is generic and not tailored to address the specific project objectives | 10 |
| | | • Bidder provides a poor project implementation and Methodology approach that is unlikely to satisfy project objectives or requirements. | 05 |
| Profile of key staff. (attach qualification and CV) | 30 | Registered Professional Valuers | |
| | | • A bidder has 3 registered professional valuers | 15 |
| | | • A bidder has 2 registered professional valuers | 10 |
| | | • A bidder has 1 registered professional valuer | 05 |

| | Project Implementation plan |
|--|---|
| Poor (score 5) | The implementation plan is poor is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. |
| Satisfactory (score 10) | The implementation plan is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic. |
| Good (score 15) | The implementation plan is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project. |
| Very good (score 20) | Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the- art approaches. The implementation plan details ways to improve the project outcomes and the quality of the outputs |

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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 of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

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

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

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

YES / NO

- 3.1 If yes, furnish particulars

.....

.....

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

***YES / NO**

- 4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

| | |
|-------|---------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x) | R |
| Stipulated minimum threshold for Local content (paragraph 3 above) | |
| Local content % as calculated in terms of SATS 1286 | |

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

| | |
|----------------------------|--------------------|
| SIGNATURE: _____ | DATE: _____ |
| WITNESS No. 1 _____ | DATE: _____ |
| WITNESS No. 2 _____ | DATE: _____ |

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>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?</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | <p>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?</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I _____ certify, _____ on _____ behalf
of: _____ that:

(Name of Bidder)

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

- allocation)
- (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the

DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;

upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

- e. the contractor will implement the business plans; and
- f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number **Closing date:**.....

Name of bidder.....

Postal address

.....

Signature..... **Name (in print)**.....

Date.....

ANNEXURE “C”

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____(Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

| Directors/shareholders/ Partner | Physical address of the Business | Municipal Account No. | Physical residential address of the Director/Shareholder/Partner | Municipal Account No. |
|------------------------------------|-------------------------------------|-----------------------------|---|--------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ **Date** _____ **Month** _____ **20** _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

| | | |
|-------------------|------------------|-------------|
| _____ | _____ | _____ |
| Signatory | | Date |
| Witnesses | | |
| 1. _____ | _____ | _____ |
| Full Names | Signature | Date |
| 2. _____ | _____ | _____ |
| Full Names | Signature | Date |