



SAKHISIZWE LOCAL MUNICIPALITY

BID NUMBER: SLM/SCM/14/2022/23

ADVERT FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE COMPILATION AND MAINTANANCEOF THE VALUATION ROLL, SUPPLEMENTARY VALUATION ROLL AND OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT,2004(ACT No.6 OF 2004) AS AMENDED FOR THE FINANCIAL YEAR'S STARTING 01 JULY 2024 TO 30 JUNE 2029

PREPARED AND ISSUED BY:

CONTACT:

DIRECTORATE: FINANCE: SCM UNIT

NAME: MS. Y TOFILE

SAKHISIZWE MUNICIPALITY

TELEPHONE: 045 9311011

15 MACLEAR ROAD, ELLIOT, 5460

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) :	

CLOSING DATE: FRIDAY 21st APRIL 2023

For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words)

.....

.....inclusive of VAT

Bid Sum (amount in figures) R.....inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	SLM/SCM/14/2022/23	CLOSING DATE:	21 APRIL 2023	CLOSING TIME:	12:00 PM
DESCRIPTION	ADVERT FOR APPOINTMENT OF SERVICE PROVIDER FOR THE COMPILATION AND MAINTANANCE OF THE VALUATION ROLL, SUPPLEMENTARY VALUATION ROLL AND OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT No. 6 OF 2004) AS AMENDED FOR THE FINANCIAL YEAR'S STARTING 01 JULY 2024 TO 30 JUNE 2029				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

15 MACLEAR ROAD
Elliot
5460

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 VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT	SCM
CONTACT PERSON	Y. TOFILE
TELEPHONE NUMBER	045 9311 011
E-MAIL ADDRESS	tofileym@gmail.com

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	FINANCE DEPARTMENT
CONTACT PERSON	Tumelo Diphokoje
TELEPHONE NUMBER	045 931 1011
E-MAIL ADDRESS	revenuemanager.sakhisizwe@gmail.com

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

3.6.

**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:

.....

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(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

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

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

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Sakhisizwe Municipality

Department: Finance Department/ Supply Chain Management Unit

Contact Person: Y. Tofile

Tel: 045 931 1011

Fax: 045 931 1361

E-mail address: tofileym@gmail.com

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Tumelo Diphokoje (Revenue Manager)

Tel: 045 931 1011

Fax: 045 931 1361

E-mail address: revenuemanager.sakhisizwe@gmail.com

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

1. CHECKLIST

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

1.	Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?
2.	General Conditions of Contract Is the form duly completed and signed?
3.	General Conditions of Tender Is the form duly completed and signed?
4.	Confirmation Pin from SARS Is the Pin form SARS attached?
5.	MBD 4 (Declaration of Interest) Is the form duly completed and signed?
6.	MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?
7.	MBD 7.2 (Contract form – Rendering of Services) Is the form duly completed and signed?
8.	MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?
9.	MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?
10.	Specifications Is the form duly completed and signed?
11.	Form of Offer Is the form duly completed and signed?
12.	Declaration by Tenderer Is the form duly completed and signed?

SCHEDULE 1 (A)	Affidavit, Nomination and Declaration of Municipal Valuer
SCHEDULE 1 (B)	Affidavit, Nomination and Declaration of Substitute Municipal Valuer
SCHEDULE 2 (A)	Affidavit, Nomination and Declaration of Assistant Municipal Valuer
SCHEDULE 2 (B)	Affidavit, Nomination and Declaration of Assistant Municipal Valuer
SCHEDULE 2 (C)	Affidavit, Nomination and Declaration of Assistant Municipal Valuer
SCHEDULE 2 (D)	Affidavit, Nomination and Declaration of Assistant Municipal Valuer
SCHEDULE 3	Determination of Fees
SCHEDULE 4	Data back up and Disaster Recovery Plan
SCHEDULE 5	Computer System
SCHEDULE 6	Human Resources
SCHEDULE 7	Project Work Plan
SCHEDULE 8	Proof of Insurance Certificate
SCHEDULE 9	Tax Clearance Certificate
SCHEDULE 10	Promotion of Access to Information Act2 of 2000

SCHEDULE 11	Proof of Registration Certificates of Nominated Persons
SCHEDULE 12	Copies of Duly Authorised Resolutions where the Bidder is not a Natural Person
SCHEDULE 13	Statement of Additional Service that Bidder will provide

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**2. INVITATION TO BID
BID NOTICE**

**APPOINTMENT OF SERVICE PROVIDER FOR THE COMPILATION AND
MAINTENANCE OF THE VALUATION ROLL, SUPPLEMENTARY
VALUATION ROLL AND OTHER VALUATION RELATED SERVICES IN
COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY
RATES ACT, 2004 (ACT No. 6 OF 2004) AS AMENDED FOR THE FINANCIAL
YEARS STARTING 01 JULY 2024 TO 30 JUNE 2029**

SLM/SCM/14/2022/23

Bids are invited from suitably qualified, capable and experienced bidders for the Compilation and Maintenance of the Valuation Roll, Supplementary Valuation Roll and other Valuation related services in compliance with the Local

Government: Municipal Property Rates Act, 2004 for the financial year's starting 01 July 2024 to 30 June 2029.

Bid documents will be available from the Sakhisizwe Municipality website www.sakhisizwe.gov.za under vacancies and tenders and can also be accessed on www.etenders.gov.za

Completed bid documents are to be placed in a sealed envelope clearly marked the **BID No. SLM/SCM/13/2022/23**, and **Project Name** and must be deposited in the Bid Box, situated at the Finance Offices, 15 Maclear Road, Elliot, 5460 not later than **12h00 on Friday 21st April 2023** at which all the BIDS will be opened in public.

Enquiries pertaining to terms of reference can be addressed to Mr T.Diphokoje at (045) 931 1011 email address: revenuemanager.sakhisizwe@gmail.com. All SCM Enquiries Ms Y Tofile (SCM) at 045 931 1011.

PREFERENTIAL PROCUREMENT REGULATIONS POINTS WILL BE AWARDED ACCORDING TO 80/20 SYSTEM (2022 PPR)

Price	-	80 Points
Specific Goals:	-	20 Points
- BBBEE		10 Points
- Local content		10 Points

FUNCTIONALITY ASSESSMENT Quality (functionality) will be evaluated based on the following:

Functionality	Weight
Company experience in the compilation of valuation roll in the last 5 years	15
Qualifications of Project Manager/Leader	15
Methodology to be used	10
Insurance	20
A letter of Good standing for the Project Manager/Leader	15
Experience of Project Manager/Leader	15
Previous Valuation Board Hearing	10
Detailed public participation implementation plan	05
Quality assurance plan	05
Valuation roll management system	10
Total 100	100

Where :1= Poor;2=Acceptable;3=Good;4=Very;5=Excellent

NB:BIDDERS THAT OBTAIN LESS THAN 70% OF THE FUNCTIONALITY ASSESSMENT WILL NOT BE CONSIDERED FOR FINANCIAL FURTHER ASSESSMENT.

N.B The following supporting documentation is to be included in the bid submission:

- **Certified copies of ID of all directors**
- Copies of company registration/founding statement e.g CK1,CK2 or trust document
- A confirmation Pin from SARS
- Certified copy of B-BBBEE certificate, it will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System or by registered auditors approved by the independent Regulatory Board of Auditors (IRBA)
- All declaration forms (MBD1, MBD4, MBD6.1, MBD7.2MBD8, MBD9) in the document must be completed in full and failure to do so will result to disqualification.
- Form of offer must be completed and signed.
- All municipal rates and taxes of the renderer must be paid where the business has its head or regional office and rates clearance certificate not older than 3 months must be submitted with the bid, failure to do so will result to disqualification.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- ✓ Only bidders registered on the National Treasury's Centralized Database will be Considered Visit www.csd.gov.za
- ✓ The Sakhisizwe Municipality Supply Chain Management Policy will apply;
- ✓ The Sakhisizwe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- ✓ Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted;
- ✓ Bids submitted are to hold good for a period of 90 days;
- ✓ **Failure to submit any required documents will render the Tender non-responsive.**

SG SOTSHONGAYE
MUNICIPAL MANAGER

3. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20____,
Mr/Mrs_____ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of _____
(Name of Company) in his/her capacity as _____

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE :	
PRINT NAME :			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

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

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____
hereby authorize Mr/Ms _____ to sign this bid as well as any contract
resulting from the bid and any other documents and correspondence in connection with this bid and /or
contract for and on behalf of _____ (name of firm).

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

Full name of partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other
official of the corporation to sign the documents on their behalf, shall be included with the bid.

By resolution of members at a meeting on _____ 20__ at _____,
Mr/Ms _____, whose signature appears below, has been authorized to sign all documents in
connection with this bid on behalf of
(Name of Close Corporation) _____

FULL NAME OF MEMBER	RESIDENTIAL ADDRESS	SIGNATURE

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	

4. GENERAL CONDITIONS OF BID

CONTENTS

- 1. GENERAL CONDITIONS OF CONTRACT**
- 2. BID FORM**
- 3. COMPLETION OF BIDS**
- 4. SUBMISSION OF BIDS**
- 5. DATA TO BE FURNISHED AT BID STAGE**
- 6. WITHDRAWAL OF BIDS**
- 7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY**
- 8. ACCEPTANCE OR REJECTION OF BIDS**
- 9. SITE INSPECTION/BIDDERS MEETING**
- 10. FAILURE TO RETURN BID DOCUMENTS**
- 12. EVALUATION OF BIDS**
- 13. BID VALIDITY PERIOD**
- 14. ACCEPTANCE OF BID**
- 15. PENALTIES**
- 16. CONTRACT ADJUSTMENTS**
- 17. CONTRACT PERIOD**

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Supply Chain Management shall apply to this contract. These general conditions shall be read in conjunction with the amendments and additions set out in the special conditions of contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. COMPLETION OF BIDS

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with SAKHISIZWE Local Municipality as early as possible during the bid period. Should any query be found to be of significance, SAKHISIZWE Municipality will inform all Bidders accordingly as early as possible.

4. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelopes clearly marked

“Bid No: SLM/SCM/14/2022/23:

APPOINTMENT OF SERVICE PROVIDER FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL, SUPPLEMENTARY VALUATION ROLL AND OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT No. 6 OF 2004) AS AMENDED FOR THE FINACIAL YEARS STARTING 01 JULY 2024 TO 30 JUNE 2029”

and the Bidder's name and address, and shall be delivered to SAKHISIZWE Local Municipality, Budget Office 15 Maclear Road Elliot 5460 not later than 12:00 on 14 April 2023. Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids will be rejected.

5. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

6. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by SAKHISIZWE Local Municipality before the closure of this bid.

7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

8. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

9. SITE INSPECTION/BIDDERS MEETING

THERE WILL BE NO SITE INSPECTION FOR THIS PROJECT

10. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

11. TAXES AND LEVIES

Bidders shall include Value Added tax (VAT) in their bid rates.

12. EVALUATION OF BIDS (BASED ON PREFERENTIAL PROCUREMENT REGULATIONS 2022)

Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Regulations 2022 and Regulations thereto. These points will be allocated as follows:

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

Price

80 points will be awarded to the bidder submitting to the lowest bid.

Preference

10 points will be awarded to the bidder with the highest points for BBBEE and a further 10 points for local content.

FUNCTIONALITY ASSESSMENT FUNCTIONALITY ASSESSMENT

ITEMS	QUALIFYING CRITERIA	WEIGHTS
A.RESOURCES		
1. Municipal Valuar	At least TWO General Valuation Rolls as a Municipal Valuer in a Municipality. Must be registered as a professional valuer or professional associated valuer (with no restrictions),with a valid registration with the SACPVP	20
2.Reference Letters	Two reference in form of appointment letters from clients for which major valuation work has been conducted over the past years in terms of the MPRA.	10
3..Skills transfer programme	A detailed plan on the skills transfer programme (Coaching and mentoring of in-house staff)	10
4.Municipal Project Plan	project plan aligned with municipal project plan time frames, its deliverables and monthly cash flows.	10
5.Valuation methodology	Methods to be applied to different categories of property	15
6.Human resources capacity	List of team and its qualifications with Curriculum Vitae	05
7.Back-up and recovery plan	Provision of the specified back- up and recovery plan	10
8.Public participation	Provision of an implementation plan for the specified public participation plan with media examples and time-frames.	05
9.Quality Assurance Plan	Provision of a Quality assurance implementation plan with project phase details and process flow	05
10.Valuation Roll Management (VRMS)	Valuation roll management system (VRMS) licensed, functional and operational as per bid specification. (Give reference where you have used your licensed)	10
Total		100

Retrnable Documents (Non-Negotiable)

In order for your Bid to be considered for Functionality the following documents are required:

- Company Profile with Traceable References
- Certified copies of IDs of all directors
- A certified copy of company founding statement e.g CK1, CK 2 or trust document.
- A confirmation letter from SARS
- A Confirmation of Registration from CSD.
- Certified copy of B-BBBEE certificate, it will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA)
- All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate not older than 3 months must be submitted with the bid, and failure to do so will result in the bid being disqualified.
- All declaration forms (MBD1, MBD 4, MBD 6.1, MBD 7.2, MBD 8, MBD 9) in the document must be completed in full and failure to do so will result to disqualification.

Non submission of the above documents will lead to disqualification.

13. BID VALIDITY PERIOD

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

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

14.

The Municipality does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

15. PENALTIES

In the event that the Service Provider fails to deliver as specified in Section 13 "Specifications, the Employer may withhold 10% of the invoice amount.

16. CONTRACT ADJUSTMENT

No contract adjustment will be allowed during this period and the rates are fixed.

17. CONTRACT PERIOD

THE CONTRACT PERIOD WILL BE 3 YEARS.

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

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITIONS:

<i>"Act"</i> 2004	means the Local Government: Municipal Property Rates Act, (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof;
<i>"Assistant Municipal Valuer"</i>	means a valuer as defined in terms of section 39 (2) of the Act;
<i>"Closing Date"</i>	shall be 12 hours on the ____/_____/ 20____
<i>"Commencement Date"</i>	shall mean the first day following the signature date;
<i>"Good Standing"</i>	means that the Bidder and/or nominated person shall not be in any way lawfully indebted to the municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
<i>"Final Delivery Certificate"</i>	means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this tender;
<i>"Letter of Acceptance"</i>	means the written communication by the municipality to the Bidder recording the acceptance by the municipality of the Bidder(s) tender subject to any further terms and conditions to be included in the tender by agreement between the Bidder and the municipality;
<i>"Municipality"</i>	shall mean the name of Municipality;
<i>"Municipal Valuer"</i> Act;	means a valuer as defined in terms of section 39 (1) of the Act;
<i>"Nominated Person"</i>	means a valuer nominated by the Bidder who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act;
<i>"Section"</i> Rates	means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of Section 83;
<i>"Signature Date"</i>	means the date of the signed letter of acceptance;
<i>"Substitute Nominated</i>	

Person" means the person nominated to substitute the Municipal Valuer;

"Tender" shall include: the form of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto;

"Bidder(s)" means the Bidder whose tender has been duly accepted by the Municipality;

"Validity Period" shall be 90 days from the closing date of this tender;

INTERPRETATION:

- In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;
- An expression, which denotes:
Any gender, includes the other genders;
A natural person, includes a juristic person and vice versa;
This singular, includes the plural and vice versa;
- Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the signature date and as amended or re-enacted from time to time;
- When any number of days 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;
- 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 requirements or to render all or any of the services described in the attached forms, schedules and/or annexures to the municipality; on the terms and conditions and in accordance with the specifications and proposals stipulated in the tender documents (and which shall be taken as part of and incorporated into, this tender); at the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree further that: the tender herein shall remain binding upon me/us and open for acceptance by the municipality during the validity period indicated and calculated from the closing date of the tender;

This tender and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexures attached hereto with which I am/we are

fully acquainted.

Notwithstanding anything to the contrary in the forms, schedules and/or annexures attached hereto:

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, that 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 expense incurred by the municipality for having either to accept any less favourable tender or, if fresh Bidders have to be invited, the additional expenditure incurred by the invitation of fresh Bidders and by the subsequent acceptance of any less favourable tender;

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 tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender 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.

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

The laws of the Republic of South Africa shall govern the contract created by the acceptance of 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/item(s) specified in the tender documents and that the price(s) and rates(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 fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

Notwithstanding the amount or cause of action involved I/we hereby consent to the jurisdiction of the Magistrate Court for the district of the municipality in respect of any action whatever arising from this contract.

GENERAL TENDER CONDITIONS

1. All Bidder(s) are hereby advised that in the event that the tender is accepted by the municipality all conditions and stipulations set out in this tender and in all forms, schedules and/or annexures hereto, will be the contract between the Bidder and the municipality.

2. Bidder(s) are required to acquaint themselves and to comply in their tender with the following policy documents of the municipality:

2.1 PROCUREMENT

3. Tender documents are only in English.

4. Failure on the part of the Bidder to sign this tender for and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the municipality invalidate the tender.

5. If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.

6. Tender prices must be completed in terms of "**Schedule 3**" of the tender document.

7. Bidders must be submitted in sealed envelopes.

8. The tender number and closing date must appear on the front of the sealed envelope in which the tender is submitted.

9. All Bidder(s) are advised that it is an express condition of tender that all Bidder(s) and nominated person(s) will be required to show, as part of their tender, that they are in good standing with the Receiver of Revenue.

The Bidder and nominated person(s) (including its trustees, members or directors as the case must be) in good standing in respect of any levy, rates, fine, service charge or the like due to the municipality.

10. In the event of the Bidder and/or nominated person not being in good standing and that the

Bidder and/or nominated person is indebted to the municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the Bidder, the Bidder hereby consents to the municipality deducting from the amount of the tender awarded such amounts as may be lawfully owing to the municipality.

11. The municipality shall not be obliged to accept the lowest or any tender. Bidder(s) will be fully evaluated in terms of their experience, human resources, IT resources, data protection and recovery policy and the valuation system utilised by them. In this regard Bidder(s) will have to obtain a minimum rating of 50% before the tender is considered by the relevant tender committee of the municipality. Whilst price is a consideration, it will not form part of the initial evaluation/qualifying process.

It is important that only Bidder(s) with the necessary experience, qualifications and technical ability to carry out the requirements of this tender submit Bidders in regard hereto. Municipality will consider all prices and submissions made by the Bidder(s).

Should the municipality during its consideration of the Bidders require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the municipality requesting all Bidder(s) to submit such a request or revision of the Tender Proposal.

The municipality shall not be obliged to accept the Bidder that has obtained the maximum number of points in terms of paragraph 24 **FORM "D"** of the Tender.

12. The Bidder undertakes that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by-laws of the municipality that might have application on the Bidder(s) activities in terms hereof.
13. Neither the municipality nor any official in the municipality will be held responsible for loss of a potential opportunity to tender due to the failure of the Bidder complying with any of the requirements of this tender.
14. The covering letter or other matter submitted with the official tender document may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.
15. All data supplied by the municipality will be received by the Bidder at his risk. It will be the responsibility of the Bidder to check and verify the accuracy of data supplied by the municipality. Municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.

Bidder shall further ensure that notwithstanding the source of any data obtained or supplied to Bidder, such data is accurate and correct to enable accurate valuations to be compiled.

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

6. PAST EXPERIENCE

PAST EXPERIENCE 1

Service Providers must furnish hereunder details of similar projects/service, which they have satisfactorily completed in the past. The information shall include a description , Contract value and name of Employer with contactable references.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

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

MBD 2

7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates 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

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

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, shareholder²):.....

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) an executive 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

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 APPLICABLE PREFERENCE POINT SYSTEM

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

1.3 Points for this tender shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	
- BBBEE	10
- LOCALITY	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
Local Cooperatives	10
B-BBEE	10

B-BBEE

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

LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Sakhisizwe Local Municipality	10
Within the boundaries of Chris Hani District	5
Within the boundaries of the Eastern Cape	4
Outside the boundaries of the Eastern Cape or failure to provide proof	0

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:
.....

4.4. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due

to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

10. MBD 7.2 CONTRACT FORM-RENDERING OF SERVICES

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

- 4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

11. 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.

4.1 Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1 If so, furnish particulars:		
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1 If so, furnish particulars:		
4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1 If so, furnish particulars:		
4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
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?		
4.7.1 If so, furnish particulars:		

5. CERTIFICATION

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

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

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

12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

SAKHISIZWE MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

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

3 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.

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 4 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:

f) prices;

g) geographical area where product or service will be rendered (market allocation

h) methods, factors or formulas used to calculate prices;

i) the intention or decision to submit or not to submit, a bid;

j) the submission of a bid which does not meet the specifications and conditions of the bid; or

k) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE

OBJECTIVES

- Uniform tender document
- What is required from the Valuer?
- To clearly define scope of work
- Clear understanding of what data is to be collected and maintained
- To allow for constant monitoring and quality control
- To involve the valuation process with public awareness
- To ensure data is fully protected
- To ensure compliance with the Promotion of Access to Information Act, Act 2 of 2000
- To improve valuation standards
- To ensure consistency in the valuation process resulting in equality and fairness to the ratepayer
- To win rate payer's confidence
- To ensure that suitably qualified and experienced valuers are appointed
- To ensure cost effective valuations
- Development and maintenance of an ongoing data base

COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) AS AMENDED FOR THE FINANCIAL YEARS 1 JULY 2024 TO 30 JUNE 2029

IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) AS AMENDED

1. INTRODUCTION

The Sakhisizwe Municipality 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 within its area of jurisdiction:

- CALA
- ELLIOT
-
-

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 impacts on the municipality's image.

The successful Bidder(s) must commit themselves to strict confidentiality both during and after the valuation task.

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

Bidder(s) will be required to prepare a project plan in terms of Schedule 7 and to adhere to the time schedules detailed therein, as well as **paragraph 18** hereof.

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

Any further data or information required to fulfil 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**.

A Municipal Valuer must at least have two General Valuation Rolls as a Municipal Valuer

(MPRA) in a Municipality. Must be registered as a professional valuer or professional associated valuer (with no restrictions), with a valid registration with the SACVP.

There must be two references in form of Appointment letters from clients for which major valuation work has been conducted over the past years in terms of the MPRA.

Where the municipality requires the services of a Municipal Valuer, 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 Bidder(s) nominated person/s in terms of **Schedules 1 and 2** hereof by reference to:

- other municipalities where valuation roll/s were compiled;
- 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(s) nominated person/s if appointed by the municipality as either the Municipal Valuer and/or Assistant Municipal Valuer may not cede or assign his appointment to any other valuer unless such cession and/or assignment has been approved in writing by the municipality. Should such person/s for any reason whatsoever no longer be associated or employed by 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.

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

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of **Schedule 1 and 2** bind themselves jointly and severally with 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. MINIMUM REQUIREMENTS

1. The Bidder must provide registered and experienced human resources, systems and documents and must demonstrate sufficient experience and ability in the bid project deliverables and scope of work in order to qualify as a Bidder.

2. The Bidder must have at least two General Valuation Rolls as a Municipal Valuer in a Municipality as contemplated in section 34 of the MPRA, and who must be registered as a Professional Valuer or Professional Associated Valuer (with no restrictions) with the South African Council for the Property Valuers Profession in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000); Must be registered as a professional valuer or professional associated valuer (with no restrictions), with a valid registration with the SACPVP.

3. The Bidder must be assisted by an Assistant Municipal Valuers who must be registered as a Professional Valuer, Professional Associated Valuer (with no restrictions) or Candidate Valuer with the South African Council for the Property Valuers Profession in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000);

4. The Bidder must prepare and submit its human resource plan with roles and responsibilities to support the delivery of the bid and scope of work. A curriculum vitae and professional registration certificates of the professionally registered resources listed on the plan and their acceptance to be named on this bid, must accompany the resource plan.

The bidder with reference to the municipal valuer and the resource plan. The plan must demonstrate competencies, knowledge and experience in the following areas –

- (a) valuation of individual property,
- (b) mass valuation of property,
- (c) mass appraisal techniques and practices,
- (d) methods of collecting primary and secondary data,
- (e) property register development and maintenance,
- (f) geographical information systems (GIS),
- (g) valuation roll data collection,
- (h) data capture, management and security,
- (i) categorisation of property for rating,
- (j) market research and sales analysis,
- (k) communication and reporting,
- (l) quality assurance and performance monitoring,
- (m) objections and appeals processing and defence,
- (n) hardware and software: valuation roll management systems.

3 The Bidder must submit proof of Professional Indemnity Insurance for the nominated professional persons.

4 The Bidder must submit proof of Public Liability Insurance held by the Bidder up to the Bid Contract price tendered.

5. The evaluation criteria will be in terms of the bid documents relating to functionality whereby bidders must obtain a minimum of 70% to qualify for evaluation.
6. The Service Provider must comply with the provisions of the bid document specifications in terms of clause 10 of the bid quote document.
7. The Bidder must submit proof of Professional Indemnity Insurance for the nominated professional persons.
8. The Bidder must submit proof of Public Liability Insurance held by the Bidder to an amount of the contract price tendered.
9. The Service Provider must complete the Bid Quotation Documentation and submit all the documents required in terms thereof.
10. Bids of Bidders who do not meet the minimum qualifications, experience or systems requirements or which are incomplete will be rejected.

4. SCOPE OF WORK

Bidders are invited from experienced and suitably qualified Bidder(s) to compile and maintain valuation roll/s and 1st compulsory supplementary valuation roll.

Bidder(s) will be required to compile a General Valuation Roll and 1st compulsory Supplementary Valuation Roll in terms of Local Government Municipal Property Rates Act as amended (Act 29 of 2014) for the period: -

1 July 2024 to 30 June 2029.

In addition to compiling the said valuation rolls,

Bidder(s) appointed will be required to assist municipality in: -

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

Bidder(s) appointed will be required to undertake the following functions and/or services: -

- (4) Valuation rolls 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 Act 29 of 2014 of MPRA, Section 81 as amended & 82 of the Act. Bidder(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) (1A) of the Act and the Minister in terms of Section 82(1) of the Act as amended.

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

- (29) **Comply with Section 85 – Copyright of valuation rolls and other data. All data belongs to the municipality and the municipal manager must ensure that such data is received prior final payment to the service provider (valuer) and is adequately protected. The municipal valuer must submit all data including the valuation roll in a format wherein the municipality can easily copy and or extract information from such datasets (for example Excel, Access and Word). The pdf version where required must also be submitted. This is to enable the municipality easy use of such information for other purposes. These include assisting in rates tariff modelling when comparing the change in valuations between the two valuation rolls. These changes in valuations due to a new valuation roll impacts on changes in rates payable by property owners in each property category.**

5. DEFINITIONS

Date of Valuation:	shall mean the Date of Valuation as determined by municipality in terms of the Act;
Date of Draft Submission:	shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs;
Date of Final Submission: to the	shall mean the date upon which the certified roll/s are handed municipality by the nominated person(s);
Specialised Properties:	<p>Specialised Properties are all properties other than residential dwellings, agricultural farming units, and typical income producing properties and include inter alia the following type of properties:</p> <ul style="list-style-type: none">• Regional Shopping Centres e.g. East Rand Mall• Hotels• Conference Centres• Quarries• Mines• Grain Depots• Private Hospitals• Provincial and/or State buildings such as Civic Centres, Prisons etc.• Airports, Harbours and Stations• Steel Manufacturer e.g. Iscor• Cement Factory

Bidder shall be required to assist the municipality to compile a register of Specialised Properties that will enable municipality to easily refer at any time to such properties.

The register will reflect the property description and method of valuation applied. Where generally recognized methods of valuation

are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties;

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 copiesthereof, 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 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 Register: shall be defined as a Property Register containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation. Bidder will be required to record changes and maintain the Property Register 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 Register 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, Bidder will create the individual entries of all erven comprising that township in the master file. 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 property register 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 property register and/or the valuation rolls of the municipality. The property register and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the property register 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.

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

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

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

The 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, 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.

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.

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 general public.

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

7. 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 Bidder and/or data collectors must at all times be kept confidential and not be disclosed. 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 the Bidder's business, 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.

8. PENALTIES AND DEFAULTS

It is a specific condition of this tender that 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

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

In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality. In all of the other events, the municipality will give 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 as well as the Bidder shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. 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:

8.1 PENALTIES

1. Delay in complying with stage 1 of the tender, R 1 650 per day until completion.
2. Delay in complying with stage 2 of the tender, R 1 650 per day until completion.
3. Delay in complying with stage 3 of the tender, R 1 650 per day until completion.
4. Delay in complying with stage 4 of the tender, R 1 650 per day until completion.
5. Delay in complying with stage 5 of the tender, R 1 650 per day until completion.
6. Delay in complying with stage 6 of the tender, R 1 650 per day until completion.
7. Delay in complying with stage 7 of the tender, R 1 650 per day until completion.

Should it be apparent to the municipality that after Bidder has been advised in writing by municipality that Bidder is in default in complying with the deadlines of either stage 1 or 2 and that 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, 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.]

8.2 RETENTION

The municipality shall retain an amount equal to 10% of all payments made. Such retentions shall be paid over to Bidder within 21 days of the Final Delivery Certificate having been issued by the municipality in terms of the definition hereof.

9. INSURANCE

Bidder shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity

Insurance relating to the nominated person/s held by the Bidder up to the Bid Contract price tendered and Public Liability Insurance held by Bidder up to the Bid Contract price tendered.

10. 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.

It should be noted that the property categories and listing provided below is taken from the previous Valuation Roll(s). These categories are not in accordance with section 8 of the Local Government: Municipal Property Rates Act No.6 of 2004 (as amended). The bidder will be required to align the property categories in the new Valuation Roll to Section 8 of the Act.

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

No	DESCRIPTION	ESTIMATED NO OF ENTRIES
1	Business	134
2	Farms	1444
3	Institutional	10
4	Municipal	1112
5	Place of worship	24
6	Public Service Infrastructure	5
7	Residential	5628
8	Small Holding	149
9	State Owned	64
10	State Trust Land	13
11	Vacant	308
	Total	8891

As at 01 July 2018, there were 1450 unregistered erven which were not taken into account in the figures detailed above.

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

Where a property has been valued in terms of its multiple use, each multiple use will count as a separate entry in the calculation of final entries and price. Bidder shall provide municipality with documented proof of the total number of entries contained in the Property Register and the municipality reserves the right to check, audit and verify such entries.

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

11. SUPPLEMENTARY VALUATIONS:

1st Supplementary valuation roll is compulsory with no cost to the municipality as it is treated as corrections to the General Valuation roll.

The subsequent Supplementary Valuation rolls will be compiled on an annual basis for the duration of the General Valuation roll and the cost of each Supplementary should be based on the number of properties for each Supplementary Valuation.

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

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

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

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 MPRA.

12. OBJECTIONS

Bidder must comply with the provisions of sections 51, 52 & 53 of the Act. The cost of complying with the objection process is reflected in **Schedule 3**.

13. APPEALS

The Bidder must attend all hearings of the valuation appeal board hearings. The costs of attending to the hearings is reflected in **Schedule 3**.

14. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

The data collected by Bidder must be capable of being checked, audited and verified. The Department (COGTA) Provincial Valuers will monitor in terms of Section 81 and Section 82 (National COGTA) of the MPRA.

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

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

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 Bidder. All data collected by 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 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, Bidder will be required to adhere to the following minimum data collection requirements:-

In all cases the following data will be applicable:-

- Extent of erf
- Date of purchase (where available)
- Purchase price (where available)
- Multiple use (if applicable)
- Name of owner (including part owners)
- Street address (where available)
- Zoning and use

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

14.1 RESIDENTIAL ERVEN AND BUILDINGS

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

Physical address if available

14.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

Age
Adverse features
Condition of section
Condition of 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
Sales date
Sales price
Door number
Section number
Section use (residential, garage, store room, shop, office, industrial, etc.)
Owner

14.3 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, purchasers etc.
Surplus developable land
Turnover contribution if available
Size of Erf
Street address if available
Town planning zoning
Actual use
Owner
Sales date
Sales price

14.4 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
Street address if available

14.5 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.
Land Size
Owner
Sales date
Sales price

14.6 AGRICULTURAL SMALL HOLDINGS

Where used as a farming unit 14.5 will apply
Where used for other purposes 14.1, 14.3 or 14.4 may have to be followed.

14.7 URBAN VACANT LAND

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

14.8 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.

14.9 REGISTERED LEASES

Salient features of the lease.

14.10 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.

14.11 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.

This requirement will apply to the compilation of the valuation roll as well as the 1st compulsory supplementary valuation roll.

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 Provincial Valuers for Municipality on an ongoing basis in terms of Section 81 and Section 82 of the Act (MPRA)

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

Bidder(s) must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 9 hereof. **The valuation roll must be fully compatible with the billing system of the municipality.**

Other data must be capable of being adapted to other systems of the municipality.

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

15.1 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 etc.
4. An extract of the municipality's billing system

OPTIONS

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

15.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE/OBTAIN
1.	Building plans	# #	
2.	Bulk deeds download at commencement date	# #	
3.	Cadastre		# #
4.	Copies of all offers received to purchase and/or lease Municipal properties	# #	
5.	Copies of all sales/rental agreements relating to properties sold by municipality	# #	
6.	Copies of all consent use applications received, approved or declined	# #	
7.	Copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	# #	
8.	Copies of all approvals and/or rejections by municipality of the above	# #	
9.	Copies of all policy decisions relating to immovable property within municipality	# #	
10.	Copies of water and electricity deposits relating to properties not previously connected	# #	

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE/OBTAIN
11.	Development Plan	# #	
12.	Monthly clearance certificates	# #	
13.	Monthly Deeds downloads	# #	

14.	Occupation Certificates where available	# #	
15.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	# #	
16.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements		
17.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	# #	
18.	Town planning scheme	# #	
19.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	# #	

15.3 SUPPLEMENTARY VALUATION ROLL

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

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE/OBTAIN
1.	Building plans and schedule of monthly completed buildings.	# #	
2.	Cadastre monthly updates		# #
3.	Monthly copies of all offers received to purchase and/or lease Municipal properties	# #	
4.	Monthly copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	# #	
5.	Monthly copies of all consent use applications received, approved or declined	# #	
6.	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	# #	
7.	Monthly copies of all approvals and/or rejections by municipality	# #	

	of the above		
8.	Monthly copies of all policy decisions relating to immovable property within municipality	# #	
9.	Monthly copies of water and electricity deposits relating to properties not previously connected	# #	
10.	Monthly copies of water and electricity deposits relating to properties not previously connected	# #	

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

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

fully liable for any delays in the submission of supplementary valuations to the municipality.

Where the municipality are not fulfilling their obligations in terms of this paragraph Bidder will advise the Municipal Manager of such default and request that the default of municipality be rectified by them.

16. PRINTING AND BINDING OF ROLLS

Bidder shall be responsible for providing 3 hard copies and 3 electronic copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.

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

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

17. 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 this is:-

17.1 If a mass valuation system is used by Bidder, the system must be compatible with the valuation system of the municipality if applicable.

17.2 The valuation system must be compatible with the financial system utilized by the municipality as well as other management systems that are affected by the valuation process.

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

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

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

17.6 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

17.7 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

17.8 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.

17.9 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.

17.10 DATA BACK UP AND DISASTER RECOVERY PLAN

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

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.

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 Bidder in less than seven working days from date of data disaster.

Where 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.

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

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

cannot be altered in any form whatsoever, whilst hosted on the Bidder's infrastructure or appointed third party service provider's infrastructure.

- 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.
- 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.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
- Bidder will ensure that all data is backed up on a daily basis and verified.
- 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.
- 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.
- 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.
- Bidder will ensure that this backup cycle be enforced for the duration of the tender.
- Bidder will adhere to and implement the backup software vendors 'best practice' specifications.
- Bidder will adhere to and comply with the backup hardware manufacturers specifications.
- 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 Bidder, implementing such changes.

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

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 Bidder/s.

17.11 DATA TRANSFER

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

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

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

Bidder may utilise optical based media technology for archiving purposes.

Bidder may utilise optical based media technology for data presentation.

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

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

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

17.12 GENERAL

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

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

			Guide line periods
STAGE	DESCRIPTION	DEADLINE DATE	Category C small Municipality
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.		2-4 months
2	Obtaining of new data		4-6 months

	necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc		
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 months
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	Submission of certified roll and reconciliation between Property Register and existing valuation records of the municipality		2-4 weeks
7	Objections process as per Act	As per the Act	

			Guide line periods
STAGE	DESCRIPTION	DEADLINE DATE	Category C small Municipality
8	Valuation appeal board hearing	As per the Act	
9	Attending to all valuation enquiries	As per the Act	
10	Submission of all data or copies thereof to municipality & issuing of final delivery certificate		

*** Note** These items are optional and may not be required by municipality. If municipality requires any of the above options they must indicate under this paragraph.

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 Provincial Valuers for 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. It will be critical if a motivated valuation report be submitted for monitoring purposes in terms of Section 81 of Act (MPRA)

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

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

Although stages may overlap each other it is critical that each stage be completed within the prescribed deadlines. Deadlines may only be changed with the written approval of the municipality. Payments will be effected on a pro-rata basis payable either at the end of a stage or in progressive performance related payments during a stage.

20. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- ✓ Copy of current valuation roll

- ✓ All supplementary valuation rolls
- ✓ Cadastre information
- ✓ Aerial photographs
- ✓ Bulk Deeds download must be procured by the Bidder.
- ✓ Download all data onto Bidder(s) valuation system and create property master.
- ✓ Compare cadastre with the deeds download and existing Municipal Valuation Roll.
- ✓ Download other data in terms of section 48(2).

Stage 2: DATA COLLECTION AND CAPTURING:

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.

Identify Comparables for determination of market value for various category of properties

Break down into blocks and units

Inspect Comparables for various type of category of properties

Analyse Comparables

Presentation of the comparable market data analysis to Municipality and Provincial Valuers

Produce and submit valuation report to the provincial valuer in terms of section 81 of MPRA.

Stage 4: SUBMISSION OF DRAFT ROLL:

Draft roll to be submitted to the steering committee and municipal council for scrutiny, correction and objections.

Stage 5: SUBMISSION OF CERTIFIED ROLL BY 31 JANUARY:

A draft valuation roll submitted will be subjected to the provincial monitoring for the municipality.

After correcting the Draft Roll, if it is a requirement of municipality to do so, Bidder shall bind and certify the roll for submission to the Municipal Manager.

Stage 6: ISSUING OF SECTION 49 (1) (a), (i),(ii), (b) & (c) AS PER MPRA

Government Gazette

Copy of the advert of the valuation roll
Extracts of the valuation roll

Stage 7: OBJECTION REVIEW PROCESS:

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: CONDUCT AND SUBMISSION OF 1st COMPULSORY SUPPLEMENTARY VALUATION ROLL UP TO THE APPEAL PROCESS OF THE SAME:

Submission of 1st Supplementary Valuation roll.

Stage 10: SUBMISSION OF CLOSE-OFF REPORT BY 31 OCTOBER

Submit all the documentation (soft and hard copies) used for the preparation of the valuation in terms of section 85 of MPRA. A final close-off report must be submitted to the municipality. **Bidder shall issue a signed declaration that he has transferred copies of all data in both electronic and hard copy format to municipality and will continue to do so at monthly intervals thereafter.**

21. PUBLIC PARTICIPATION AND AWARENESS:

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

If the municipality elect to require Bidder to participate in public awareness and/or public participation, they shall issue a schedule of their requirements.

22. METHODS OF PAYMENT:

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

<i>Stages of Payment of Invoices</i>	<i>Portfolio of Evidence POE</i>	<i>Payment progress</i>
Stage 1: DOCUMENTATION	Bulk Deeds download, Aerial photographs as per stage 1	10% of Contract

	on tender specification	amount
Stage 2: DATA COLLECTION AND CAPTURING	Obtained relevant data applicable to specific property types and market data	20 % of Contract amount
Stage 3: VALUATION COMPILATION	Analysis of all data, Valuation report	20% of Contract amount
Stage 4: SUBMISSION OF DRAFT ROLL	Draft roll submitted to the Steering Committee	5% of Contract amount
Stage 5: SUBMISSION OF CERTIFIED ROLL by 31 January	Certified roll to be submitted to the Municipal Manager	5% of Contract amount
Stage 6: ISSUING OF SECTION 49 (1) (a), (i),(ii), (b) & (c) AS PER MPRA	Government Gazette Copy of the advert of the valuation roll Extracts of the valuation roll	20% of Contract amount
Stage 7: OBJECTION REVIEW PROCESS	Proof of attendance for all objection process as per the MPRA Written reasons for adjustments	5% of Contract amount
Stage 8: VALUATION APPEALS BOARD HEARINGS	Proof of attendance of all the sittings of Valuation Appeals Board.	5% of Contract amount
Stage 9: CONDUCT AND SUBMISSION OF 1st COMPULSORY SUPPLEMENTARY VALUATION ROLL UP TO THE APPEAL PROCESS OF THE SAME	Submission of 1 st Supplementary Valuation roll	Nil
Stage 10: SUBMISSION OF CLOSE-OFF REPORT BY 31 OCTOBER	Submit all the documentation (soft and hard copies) used for the preparation of the valuation in terms of section 85 of MPRA	10% of Contract amount
TOTAL	100% of the contract amount	

NB: Commencement phase shall entail the establishment of steering committee, assisting in the development of rates policy, public awareness and budget processes.

23. SCHEDULE OF FEES

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

24. FUNCTIONALITY ASSESSMENT CRITERIA

Bidder will first be evaluated on the following functionality points scoring criteria and thereafter be subjected to a further evaluation regarding equity ownership, (HDI & SMME) other procurement requirements of the municipality and price.

Out of 20 – 20 = excellent; Good = 14; average = 8

Out of 15 – 15 = excellent; Good = 10; average = 6

Out of 10 – 10 = excellent; Good = 7; average = 4

Out of 5 – 5 = excellent; Good = 3; average = 1

Points for functionality will be determined in relation to the bidder's ability to meet the terms of reference as set out in this bid document and allocation points for functionality is as follows:

ITEM	QUALIFYING CRITERIA (Q.C)	SCORING OF Q.C	WEIGHTS	SCORE	POINTS (weight x score/100= points)
	A. RESOURCES				
1. Municipal Valuer	At least TWO General Valuation Rolls as a Municipal Valuer in a Municipality. Must be registered as a professional valuer or professional associated valuer (with no restrictions), with a valid registration with the SACPVP.	4 points for every project completed or engaged in.	20		
2. Reference Letters	References in form of Appointment letters from clients for which major valuation work has been conducted over the past years in terms of the MPRA.	2 points per municipality	10		

ITEM	QUALIFYING CRITERIA (Q.C)	SCORING OF Q.C	WEIGHTS	SCORE	POINTS (weight x score/100= points)
	A. RESOURCES				
3. Municipal Project plan and Valuation Methodology	Project Plan aligned with municipal project plan time frames, its deliverables, monthly cash flows and Methods to be applied to different categories of property	Tenderer must submit a proposed project work plan with the tender submission (Schedule 7) which must be of sufficient detail.	25		
4. Human resources capacity	List of the team and its qualifications with Curriculum Vitae. Municipal Valuer Assistant Municipal Valuer 1 Assistant Municipal Valuer 2	1 point for every year of experience: 10 5 5	20		
5. Back-up and recovery plan	Provision of the specified back-up and recovery plan.	1 point for every issue addressed in paragraph 17.10 of the tender document	16		
6. Valuation Roll Management System (VRMS)	Valuation Roll Management System (VRMS) licensed, functional and operational as per bid specification. (Give reference where you have used your licensed)	1 point for every issue addressed in paragraph 17.1 – 17.9 of the tender document	9		
TOTAL			100		

For Bidder(s) to be considered for the next phase of evaluation, they must achieve a minimum rating of 70% under this paragraph.

The municipality will refer the Bidders after this evaluation process to the relevant tender committee for further adjudication and consideration.

It should be noted that the municipality will not be obliged to appoint the Bidder obtaining the highest points in terms hereof.

SCHEDULE 1 (A)

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:

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

List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc. if the space provided is not enough, kindly provide a separate page.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, the undersigned _____ do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: NOMINATED PERSON AS
MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 20____

Justice of Peace/Commissioner of Oaths

**TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF
OATHS**

SCHEDULE 1 (B)

AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

**PROFESSIONAL REGISTRATION NO
(Attach certified copy of 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 recognized professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

.....
.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

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

The questionnaire has been completed by me in full.

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

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

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

out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: NOMINATED PERSON AS
SUBSTITUTE MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 20____

Justice of Peace/Commissioner of Oaths

**TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF
OATHS**

SCHEDULE 2(A)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO
(Attach certified copy of 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 recognized professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, the undersigned _____ do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: ASSISTANT NOMINATED
MUNICIPAL VALUER NO. 1

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 20____

Justice of Peace/Commissioner of Oaths

**TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF
OATHS**

SCHEDULE 2(B)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

**PROFESSIONAL REGISTRATION NO
(Attach certified copy of 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 recognized professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD HEARINGS

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

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

I, the undersigned _____ do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: ASSISTANT NOMINATED
MUNICIPAL VALUER NO. 2

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 20____

Justice of Peace/Commissioner of Oaths

**TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF
OATHS**

SCHEDULE 2(C)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

**PROFESSIONAL REGISTRATION NO
(Attach certified copy of 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 recognized professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

--	--	--	--

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS:

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

If yes:

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

I, the undersigned _____ do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: ASSISTANT NOMINATED
MUNICIPAL VALUER NO. 3

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 20____

Justice of Peace/Commissioner of Oaths

**TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF
OATHS**

SCHEDULE 2(D)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

In the case of nomination for assistant municipal valuer a minimum of two 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 recognized professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD HEARINGS

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

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

I, the undersigned _____ do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 20____

**SIGNATURE: ASSISTANT NOMINATED
MUNICIPAL VALUER NO. 4**

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 20____

**TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF
OATHS**

SCHEDULE 3
DETERMINATION OF FEES

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

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

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1	Valuation Roll	Fixed tender amount	R	Price evaluation will be based on the fixed tender amount as per of this schedule and not the individual rates of items 1.1 to 1.10 hereunder. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.10 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.10
		No properties of	Rate per unit (incl vat)	
1.1	Agricultural small holdings			
1.2	Agricultural holdings used for			

	purposes other than agriculture e.g. industrial, transport, offices etc.			
1.3	Farms used for farming purposes			
1.4	Farms used for purposes other than farming			
1.5	Mining Properties			
1.6	Non-residential i.e. business, industrial etc			
1.7	Residential			
1.8	RDP Housing			
1.9	Sectional title units			
1.10	Township owner interest accounts including unregistered erven comprising the townships			
2.	Supplementary valuations	No of properties	Rate per unit (incl vat)	Negotiated fee to be paid based on the number of Properties for supplementary valuation

NB; The rate of payment in respect of supplementary valuations will be determined by the number of properties to be valued, based on the terms and conditions of the signed service level agreement.

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
3.	Appeals Board Hearings and attendance: Preparation and consultations with professionals appointed by the municipality for specific appeals	Per hour incl. vat		
4.	Data collection	Fixed fee incl Vat		
5.	Public awareness	Fixed fee incl Vat		
6.	Valuation enquiries	Fixed fee incl vat		
7.	Disbursements for valuations	Government tariff to be applied incl vat		

SCHEDULE 4

DATA BACK UP AND DISASTER RECOVERY PLAN

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

In the event of 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 5

COMPUTER SYSTEM

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

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

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

SCHEDULE 6

HUMAN RESOURCES

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

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

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

SCHEDULE 7

PROJECT WORK PLAN

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

Work definition
Work flow
Timelines
Deadlines

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

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

The scoring of the tenderer's project work plan will be as follows: -

Rating	Description	Score
Poor	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity and logic in the sequencing.	2
Average	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.	9
Good	Besides meeting the "average" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.	14

SCHEDULE 8

PROOF OF INSURANCE COMPLIANCE

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

SCHEDULE 9

TAX CLEARANCE CERTIFICATE

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

SCHEDULE 10

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

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

SCHEDULE 11

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 12

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

SCHEDULE 13

STATEMENT OF ADDITIONAL SERVICES THAT BIDDER WILL PROVIDE

Bidder should indicate under **Schedule 13** any item and/or additional service that will be included in the tender. E.g. Bidder may as part of his services include aerial photography at his cost.

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

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

Notes

DELIVERY ADDRESS
MACLEAR ROAD

**ELLIOT
5460**

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

14. FORM OF OFFER AND ACCEPTANCE

a) The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

ADVERT FOR APPOINTMENT OF SERVICE PROVIDER FOR THE COMPILATION AND MAINTANANCE OF THE VALUATION ROLL, SUPPLEMENTARY VALUATION ROLL AND OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT No. 6 OF 2004) AS AMENDED FOR THE FINANCIAL YEAR'S STARTING 01 JULY 2024 TO 30 JUNE 2029

b) The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

c) By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Employer under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	
In words:	

d) This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		

Name of tenderer:			
Name of witness:		DATE	
(Insert name and address of organisation)			
Signature of witness:			

FORM OF ACCEPTANCE

1. ACCEPTANCE

- a) By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- b) Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- c) The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
- d) Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).
- e) It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):			
Name(s):			
Capacity:			
For the Employer: Sakhisizwe Municipality, ERF 5556 Umthatha Road, Cala, 5455			
Name of witness:		Date:	
Signature of witness:			

15. DECLARATION BY TENDERER

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our quotation and that I / we elect domicillium citandi et executandi in the Republic at:

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

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