

PART A

HANTAM MUNICIPALITY



BID DOCUMENT NUMBER: NC065/T07/2023

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL, SUPPLEMENTARY VALUATIONS AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2023

ENQUIRIES: MR W. JONKER
20 DR NELSON MANDELA DRIVE
CALVINIA, 8190
TEL: (027) 341 8500
E-MAIL: wjonker@hantam.gov.za

ISSUED BY:

THE COUNCIL
HANTAM MUNICIPALITY
PRIVATE BAG X14
CALVINIA, 8190

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

SUPPLIER DATABASE NO.: MAAA.....

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

BBBEE certificates submitted with the tender document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE BBBEE CERTIFICATES

TENDER CLOSES AT 12H00 ON TUESDAY, 19 SEPTEMBER 2023

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TENDERER CONTACT DETAILS

This information shall be used for any correspondence or contact with the tenderer.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	
	Postal Code:
E-mail Address:	
Telephone Number:	
Cellular Number:	
Facsimile Number:	

HANTAM MUNICIPALITY / HANTAM MUNISIPALITEIT

TENDER NUMBER / NOMMER: NC065/T07/2023

<p>Tenders are hereby invited from:</p> <p>EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL, SUPPLEMENTARY VALUATIONS AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2028</p> <p>Completed tenders in a sealed envelope, clearly marked:</p> <p>Tender No. NC065/T07/2023 must be placed in the tender box at the Hantam Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, 20 Dr Nelson Mandela Drive, Calvinia by no later than 12:00 on Tuesday, 19 September 2023. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.</p> <p>Tender documents are available at a non-refundable tender fee of R661.20 each from the Supply Chain Management Unit, First Floor, 20 Dr Nelson Mandela Drive, Calvinia, 8190.</p> <p>Tender documents are available on the Hantam Municipality's website: www.Hantam.gov.za, free of charge as well as E-Tender Portal at www.etenders.gov.za</p> <p>A two-stage bidding process will be followed. Bidders must submit their proposals in two separate envelopes; one for the Pre-qualification and the other for the price.</p> <p>Tenders will be evaluated as follows:</p> <p>Stage 1: Pre-Qualification Only tenders scoring a minimum of 75 out of 100 points in stage 1 will be further considered for evaluation in stage 2.</p> <p>Stage 2: Pricing Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 and the Hantam Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for Specific Goals (B-BBEE and Locality).</p> <p>For more information contact Werner Jonker at (027)3418 500/wjonker@hantam.gov.za</p> <p>The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.</p>	<p>Tenders word hiermee ingewag van:</p> <p>ERVARE EN GESKIKTE GEKWALIFISEERDE WAARDEERDERS VIR DIE SAMESTELLING EN ONDERHOUD VAN DIE ALGEMENE WAARDASIE ROL, AANVULLENDE WAARDASIES EN AANVULLENDE WAARDASIE ROLLE SOWEL AS DIE VERSKAFFING VAN ANDER WAARDASIE VERWANTE DIENSTE VANAF DATUM VAN AANSTELLING TOT 30 JUNIE 2028</p> <p>Voltooide tenders in „n verseëlde koevert, duidelik gemerk:</p> <p>Tender Nr. NC065/T07/2023 moet voor Dinsdag, 19 September 2023 om 12:00 in die tender bus by die Hantam Municipality op die Eerste Vloer, Direktoraat: Finansiële Dienste Voorsieningskanaal Bestuurseenheid, 20 Dr Nelson Mandela Rylaan, Calvinia geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.</p> <p>Tender dokumente is verkrybaar teen 'n R661.20 nieterugbetaalbare deposito elk by die Voorsieningskanaalbestuureenheid op die Eerste Vloer, 20 Dr Nelson Mandela Rylaan, Calvinia, 8190.</p> <p>Tender dokumente is gratis op die Hantam Municipality se webblad beskikbaar: www.hantam.gov.za, asook op die E-Tender Portal by www.etenders.gov.za</p> <p>'n Twee-fase tender proses sal gevvolg word. Tenderaars moet hul voorstelle en prys in twee aparte koeverte plaas; een vir die Voorafbepaalde kriteria en die ander vir die prys.</p> <p>Tenders sal as volg ge-evalueer en toegeken word:</p> <p>Fase 1: Voorafbepaalde kriteria Slegs tenderaars wat „n minimum van 75 uit 100 punte behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.</p> <p>Fase 2: Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022, asook Hantam Municipality se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van Spesifieke Doelwitte (B-BBEE en Lokaliteit) toegeken sal word.</p> <p>Vir verdere inligting kontak Werner Jonker by (027)3418 500/wjonker@hantam.gov.za</p> <p>Die Municipality behou hom die reg voor om enige versoek vir „n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Municipality is nie daartoe gebind om die laagste of enige tender te aanvaar nie.</p>

<p>It will be required from successful tenderer to register on the Central Supplier Database (CSD).</p>	<p>Dit sal van suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te regstreer.</p>
<p>MR. T. M. TLHOAELE MUNICIPAL MANAGER HANTAM MUNICIPALITY CALVINIA 8190</p>	<p>MR. T. M. TLHOAELE MUNISIPALE BESTUURDER HANTAM MUNISIPALITEIT CALVINIA 8190</p>

INVITATION TO BID

YOU ARE HEREBY INVITED TO TENDER FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL, SUPPLEMENTARY VALUATIONS AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2028.

BID NUMBER: NC065/T07/2023

CLOSING DATE: TUESDAY, 19 SEPTEMBER 2023

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit
20 Dr Nelson Mandela Drive
CALVINIA
8190

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

The bid box is open from 07:30 until 16:30, from Monday to Thursday and from 07:30 until 13:00 on Fridays. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Hantam Municipality in respect of the following:

**TENDER NUMBER: NC065/T07/2023 - TENDER FOR THE
COMPILED AND MAINTENANCE OF THE GENERAL
VALUATION ROLL, SUPPLEMENTARY VALUATIONS AND
SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE
SUPPLY OF OTHER VALUATION RELATED SERVICES FROM
DATE OF APPOINTMENT UNTIL 30 JUNE 2028**

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Hantam Municipality in respect of the following:

**TENDER NUMBER: NC065/T07/2023 - TENDER FOR THE
COMPILATION AND MAINTENANCE OF THE GENERAL
VALUATION ROLL, SUPPLEMENTARY VALUATIONS AND
SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE
SUPPLY OF OTHER VALUATION RELATED SERVICES FROM
DATE OF APPOINTMENT UNTIL 30 JUNE 2028**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

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

(Physical Address)

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE _____

TAX CLEARANCE CERTIFICATE

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

- 1 In order to meet this requirement bidders are required to complete in full form TCC 001 "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 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.
- 3 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 4 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.
- 5 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 acceptable.
- 6 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 7 Copies of the TCC 001 "Application for a Tax Clearance" form are available from any SARS branch office nationally or on the website: www.sars.gov.za.
- 8 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 4
DECLARATION OF INTEREST

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

3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	If so, furnish particulars. 	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES / NO

3.12.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
3.13	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>3.13.1 If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	YES / NO
3.14	<p>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?</p> <p>3.14.1 If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	YES / NO

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

¹MSCM Regulations: "in the service of the state" means to be -

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

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

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non- compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, provide particulars.

.....
.....

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

4 Will any portion of goods or services be sourced from outside***YES / NO** the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars.

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**MBD 6.1 - 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 **The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.**
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where:

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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 tables 4.1.1 and 4.1.2 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 4.1.1 – BBBEE Status

B-BBEE Status Level of Contributor	80/20 System		90/10 System	
	Points Claimed	Contribution to Specific Goals (50%)	Points Claimed	Contribution to Specific Goals (50%)
1	20	10	10	5
2	18	9	9	4.5
3	14	8	8	4
4	12	5	5	2.5
5	8	4	4	2
6	6	3	3	1.5
7	4	2	2	1
8	2	1	1	0.5
Non-compliant contributor	0	0	0	0

Table 4.1.2 - Locality

Locality of Tenderer's Offices	Number of Points (80/20 System)	Number of Points (90/10 System)
Within the borders of the Northern Cape	4	2
Within the borders of Hantam Municipality	6	3

5. BID DECLARATION

Bidders who claim points in respect of Specific Goals must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF TABLE 4.1.1

5.1 Contribution to Specific Goals : =(maximum of 10 or 5 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

LOCALITY OF TENDERER'S OFFICES CLAIMED IN TERMS OF TABLE 4.1.2

5.2 Contribution to Specific Goals : =(maximum of 10 or 5 points)

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 Company registration number:

6.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

6.4 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:

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER NUMBER: NC065/T07/2023 - TENDER FOR THE COMPILATION
AND MAINTENANCE OF THE GENERAL VALUATION
ROLL, SUPPLEMENTARY VALUATIONS AND
SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE
SUPPLY OF OTHER VALUATION RELATED SERVICES
FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2028**

in response to the invitation for the bid made by:

HANTAM MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Regulations, Supply Chain Management Regulation 28 (i) (c).

Tender Number: NC065/T07/2023

Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____,
the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____
2016/7

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

HANTAM MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

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

7. Performance security:

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

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

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts:
 - 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the Supplier's Performance:
 - 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
 - 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
 - 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
 - 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties:
 - 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default:

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

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

25. Force Majeure:

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

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

32. Taxes and duties:

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

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

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

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

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

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

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

SPECIAL CONDITIONS

(NOTE: non-compliance will render a tender proposal non-responsive)

CONDITION	Comply – Yes/No
A CONDITIONS APPLICABLE TO THE MUNICIPAL PPPFA POLICY, 2015	
7.1 The service provider MUST use 100% local labour (skilled, semi-skilled, un-skilled).	
7.2 The service provider MUST allow opportunity for valuer/s working within the Municipality to obtain practical experience, based on the rules of the South African Council for the Property Valuers Profession.	
7.3 The Bidder must establish an operational office in the Calvinia Municipal area, if successful.	
7.4 For Valuations other than rating purposes as well as for Ad-Hoc valuations, it is a condition of the tender that the bidder MUST use a local Exempted Micro Enterprise (EME) in the Calvinia Municipal Area. The bidder must also use local unemployed graduates for data-collection related to this project.	
7.5. The successful bidder will submit on a monthly basis a list of all employees and contractors on site, indicating the following: <ul style="list-style-type: none">• Salary / wages spent on local employees versus total wages / salary budget• Number of local employees employed versus per total workforce• Amount spent on local contractors versus budgeted• Number of local employees trained	

ADJUDICATION OF PROPOSAL AND FURTHER PROCEDURE

1. Proposals will be adjudicated in accordance with the relevant prescripts of the Municipal Finance Management Act, 2003, the SCM Treasury Regulations, the PPPFA and its Regulations as well as the Municipal Supply Chain Management Policy of Hantam Municipality and the PPPFA Policy of Hantam Municipality.
2. A proposal that does not the minimum points during functionality scoring will not be further considered.
3. The tender will be adjudicated in the following four (4) phases:
 - A - Compliance with conditions, special conditions and legitimacy.
 - (i) PPPFA Special Conditions, MBD Forms, Form of Offer & Acceptance, Tax Clearance Certificate, BBBEE Certificate and Certificate of Municipal Services
 - B - Stage 1: Functional scoring/evaluation.
 - (i) Scoring of points is indicated on pages 47 to 50.
 - (ii) Proposals must be submitted in a seperate sealed envelope clearly marked "**NC065/T07/2023 – Pre Qualification**"
 - (iii) The proposal which qualified in stage 1 of this process, will be informed of the date and time of the opening of the pricing schedules for stage 2.
 - (iv) Proposals which did not qualify in stage 1 will not be considered for stage 2 of adjudication.
 - C - Stage 2: Allocation of points for preferences and price.
 - (i) The Pricing Schedule is indicated on pages 115 to 121.
 - (ii) The Pricing Schedule on Pages 115 to 121 of this document must be submitted in a seperate sealed envelope clearly marked "**NC065/T07/2023 – Pricing**"
 - D - Consideration of latent and other additional objective factors that may influence the award of the tender.

PRE-QUALIFICATION SCORING / FUNCTIONALITY EVALUATION CRITERIA & WEIGHTS

TENDERER'S MUST MAKE SURE THAT ALL THE REQUIRED SUPPORTING DOCUMENTS ARE ATTACHED IN THE TENDER DOCUMENT. FAILURE TO ADHERE, NO ADDITIONAL INFORMATION OR DOCUMENTS WILL BE REQUESTED FROM TENDERERS.

A MINIMUM OF SEVENTY-FIVE (75) POINTS **MUST BE SCORED FOR FUNCTIONALITY TO BE FURTHER CONSIDERED FOR EVALUATION.** The functionality points will be calculated as follows:

EVALUATION AREA		Page nr in Tender to find proof	WEIGHT	POINTS
EXPERIENCE – PART A			23	
1. TENDERER: REGISTRATION CATEGORY				
1.1	Tenderer is registered with SA Council of Professional Valuers Profession as Professional Valuer.		5	
1.2	Tenderer is registered with SA Council of Professional Valuers Profession as Professional Associated Valuer without any limitations.		3	
1.3	Tenderer is registered with SA Council of Professional Valuers Profession as Candidate Valuer.		0	
2. TENDERER: EXPERIENCE AS PROFESSIONAL VALUER WITH THE SA COUNCIL OF PROFESSIONAL VALUERS PROFESSION				
2.1	>10 Years		5	
2.2	>5 Years <10 Years		3	
2.3	<5 Years		1	
2.4	No proof		0	
3. TENDERER: EXPERIENCE AS PROFESSIONAL ASSOCIATE VALUER WITH THE SA COUNCIL OF PROFESSIONAL VALUERS PROFESSION				
3.1	>10 Years		3	
3.2	>5 Year <10 Years		2	
3.3	<5 Years		1	
3.4	No proof		0	
4. TENDERER: CERTIFIED COPIES REGISTRATION WITH A RECOGNISED BODY/BODIES				
4.1	Proof of registration with SA Council of Professional Valuers Profession and SA Institute of Valuers for \geq 10+years		5	
4.2	Registered with SA Council of Professional Valuers Profession and SA Institute of Valuers for \geq 5+years		3	
4.3	Registered only SA Council for Professional Valuers Profession		2	
4.4	Registered only SA Institute of Valuers		1	
4.5	No proof		0	

5.	TENDERER: PROOF OF PROJECTS FOR PUBLIC SECTOR INSTITUTIONS WHERE SERVICES (MUNICIPAL VALUER) WERE RENDERED TO A VALUE OF TENDER PROJECT (SUBMIT DETAILS OF PROJECT, VALUE AND RELEVANT CONTACT INFORMATION IN SCHEDULE 1 AND 2)	
5.1	>R5 million	5
5.2	>R3 million < R5 million	3
5.3	>R2 million < R3 million	2
5.4	>R 500 000 < R2 million	1
4.5	No Proof	0

EXPERIENCE – PART B (REFERENCES)	Page nr in Tender to find contact information	12
<p>A maximum of 12 points will be awarded. Three References will be contacted who will be asked to answer the same 3 questions.</p> <p>The following questions will be asked to references:</p> <ol style="list-style-type: none"> 1. Did the Tenderer perform the work as Municipal Valuer within the time frame? <ul style="list-style-type: none"> • Excellent = 4 • Good = 2 • Poor = 0 2. Was the work as Municipal Valuer completed according to quality and contract management requirements? <ul style="list-style-type: none"> • Excellent = 4 • Good = 2 • Poor = 0 3. Will you appoint the tenderer again? <ul style="list-style-type: none"> • Excellent = 4 • Good = 2 • Poor = 0 <p>(Note: If contacts is not contactable after three attempts, no points will be given)</p>		

EXPERIENCE – PART C (LOCAL EXPERIENCE – “B”MUNICIPALITIES)	Page nr in Tender to find proof	27
1. PREVIOUS EXPERIENCE OF THE TENDERER WITH RESPECT TO THE VALUATION OF PROPERTIES FOR MUNICIPALITIES	Page nr in Tender to find proof	
<p>1.1 Total Properties valued in one single municipality by Tenderer (Company):</p> <ul style="list-style-type: none"> • > 50 000 • >15 000 < 50 000 • <15 000 • No experience 	10 5 2 0	

1.2 Previous experience of Municipal Valuer with respect to valuation of property for Municipalities:		10 5 2 0	
• > 50 000 • >15 000 < 50 000 • <15 000 • No experience			

VALUATION SYSTEM – PART D: THE TENDERER MUST SUBMIT PROOF OF CONCEPT (POC) PROVING CAPABILITY OF VALUATION SYSTEM AND PROJECTS FOR LOCAL COUNCIL BY USING THE REQUIRED VALUATION SYSTEM(S): (SUBMIT DETAILS IN SCHEDULE 5)		Page nr in Tender to find proof	30
1. Proof that Tenderer is using a compatible recognised Valuation System for producing general valuation rolls and supplementary valuation rolls for other Municipalities.			
• Yes • No	5 0		
2. Proof that the data produced by the recognised valuation system can integrate with the VENUS financial system and that the data is MSCOA compliant.			
• Yes • No	5 0		
3. Proof that the Valuation System can store historic data in terms of the Promotion of Access to Information Act, Act 2 of 2000.			
• Yes • No	5 0		
4. Proof that the Mass Valuation system has an audit trail and the system able to verify all data that has an influence on values.			
• Yes • No	5 0		
5. Proof that the Mass Valuation system has adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.			
• Yes • No	5 0		
6. Proof that the valuation data will be made available in, at least electronic format, to successfully view and use to answer enquiries on how the valuation was determined, for the duration of the tendercontract, at no additional costs for computer equipment or establishing connections with the office of the Valuer.			

<ul style="list-style-type: none"> • Yes • No 	5	0	
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PROJECT PLAN – PART E	Page nr in Tender to find proof	8
<p>The Tenderer must submit an project plan with proposed work program covering all phases of the project in terms of section 11 to adhere to all the time frames detailed in the tender, as well as paragraph 9 to16 thereof:</p> <p><u>Evaluation Schedule: Project Plan</u></p> <p>The project plan must outline processes, data collection and valuation system, IT resources, data protection and recovery procedures applied by whom and when, to meet the requirements.</p> <p>A maximum of ten (10) points will be awarded.</p> <p>2 points will be awarded for every “yes” or positive answer given. 0 points will be awarded for every “no” or negative answer given.</p> <p><u>Detailed Project Plan / Work Program:</u></p> <ol style="list-style-type: none"> 1. Cover all stages set out in paragraphs 13 & 14 of tender. <ul style="list-style-type: none"> • Yes • No 2. Project Management indicates important tasks and timeframes. <ul style="list-style-type: none"> • Yes • No 3. Data Back-up and disaster recovery plan is in place. <ul style="list-style-type: none"> • Yes • No 4. Data Transfer plan is in place to provide final set of data in loadable format into the Calvinia Municipal valuation database after completion of each roll <ul style="list-style-type: none"> • Yes • No 		
TOTAL POINTS		100

TERMS OF REFERENCE

1. INTRODUCTION

The Hantam Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation and maintenance of a general valuation roll and supplementary valuations/supplementary valuation rolls in terms of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended and relevant regulations, for all properties within the Municipal Area, which include the following areas:

TOWNS/TOWN AREAS:

- CALVINIA
- BRANDVLEI
- LOERIESFONTEIN
- NIEUWOUDTVILLE
- MIDDELPOS
- SWARTKOP

RURAL AREAS:

- CALVINIA RURAL DISTRICT
- BRANDVLEI RURAL DISTRICT
- LOERIESFONTEIN RURAL DISTRICT
- NIEUWOUDTVILLE RURAL DISTRICT
- MIDDELPOS RURAL AREA
- SWARTKOP RURAL AREA

The date of valuation is 1 July 2024. The next general valuation roll will be implemented on 1 July 2028.

It is a requirement that the work be undertaken by Professional and Professional Associated Valuers (without impeding restrictions).

The valuation process generates a substantial percentage of Hantam Municipality's income and therefore the Municipality could suffer significant detriment, if the valuation assessments 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 tenderer(s) must commit themselves to strict confidentiality both during and after the valuation process.

Tenderer(s) must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the Tenderer(s) must advise the Municipality accordingly as soon as they become aware of such potential conflict of interest.

The Municipality will provide the tenderer(s) with data as detailed in **paragraph 11** hereof. Any further data or information required to fulfil the requirements of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended, and the specific requirements of the Municipality as detailed in paragraphs 13 to

17 of this Tender, shall be for the sole account and responsibility of the Tenderer(s).

2. QUALIFICATION OF MUNICIPAL VALUER

In terms of Section 39(1)(a) of the Local Government Municipal Property Rates Act, as amended, only a person registered as a Professional Valuer or Professional Associated Valuer (without impeding restrictions) may be designated as the Municipal Valuer.

The tenderer(s) must nominate the person to be designated as the Municipal Valuer by completing **Schedule 1 and 2**.

In terms of Section 39(2)(a) of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended where the Municipality requires the appointment of Assistant Municipal Valuers only, such Assistant Municipal Valuers must be nominated by the tenderer(s) completing **Schedule 2**.

The Municipality reserves the right to:-

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

- Appeal Board hearings;
- Arbitration and Supreme Court judgements;
- General standing of the nominated person/s within the valuation profession;
- The Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
- The Municipality reserves the right to interview the nominated person/s.

The Municipal Valuer must indicate to be suitable and willing to be a Mentor based on the rules of the South African Council for the Property Valuers Profession, if such an opportunity is allowed for Valuers within the Municipality.

The tenderer(s) nominated person/s if appointed by the Municipality as the 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 prior to executing such action. Should such person/s for any reason whatsoever no longer be associated or employed by the Tenderer(s), the Municipality reserves the right to cancel this agreement and hold the Tenderer(s) 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 will be responsible for the full compliance of the functions and duties of the valuer as set out in the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended.

The Municipal Valuer do by his/her signature of **Schedule 1 and 2** bind himself/herself jointly and severally with the tenderer(s) to fulfil all terms and conditions of this tender together with all schedules.

The Municipal Valuer will be required upon appointment, to comply with Section 43(1)(c) of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended and with the Code of Conduct set out in Schedule 2 of the Municipal Systems Act 2000 (Act No. 32 of 2000).

3. SERVICES REQUIRED

Tenders are invited from experienced and suitably qualified tenderer(s) to compile and maintain the general valuation roll, supplementary valuations and supplementary valuation rolls from the date of appointment until 30 JUNE 2028.

If the objection and appeal processes regarding the supplementary valuation rolls, refer to in this tender, are not completed on 30 JUNE 2028, the Service Level Agreement may be extended as agreed between the successful tenderer and the Hantam Municipality, on a month-to-month basis.

In addition to compiling the said valuation rolls, the tenderer(s) nominated person/s will be required to assist the Municipality in:-

- (1) The preparation of the Rates Policy in terms of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014 regarding valuation matters.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attend to valuation enquiries on behalf of the Municipality.
- (4) The updating of the GIS ESRI ArcGIS 10.2.2 Web Based Spatial Viewer.
- (5) Proof of inspection of properties by supplying Geo-referenced photo's as part of the data collection, review, objection and appeal processes.
- (6) In respect of classification of assets, supply land and building values of Municipal properties separately.
- (7) Allow opportunity for valuer/s, working within the Municipality, to obtain practical experience, based on the rules of the South African Council for the Property Valuers Profession.

The tenderer(s) nominated person/s will be required to undertake the following functions and/or provide the following services in terms of the sections of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended, stipulated below:-

- (8) Valuation of different categories of properties in terms of Section 8(2) and Section 8(3).
- (9) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so, required by the Municipality.
- (10) Exemptions, reductions, or rebates in terms of Section 15 and the reviews thereof, if required by the Municipality.
- (11) Valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable. (12) Comply with Section 30 - General valuation and preparation of valuation rolls
- (13) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (14) Comply with Section 34 – Functions of Municipal Valuer.
- (14) Section 36 – Data Collectors. Assume responsibility for their performance.
- (15) Comply with Section 37 – Delegation where applicable and if necessary.
- (16) Comply with Section 39 – Qualifications of Municipal Valuers.
- (17) Comply with Section 40 – Prescribed Declarations.
- (18) Comply with Section 41 – Inspection of property within defined days and

times.

(19) Comply with Section 42 – Access to Information.

(20) Comply with Section 43 – Conduct of Valuers.

(21) Comply with Section 44 – Protection of Information.

(22) Comply with Section 45 – Valuation methodology and Section 13.

(23) Comply with Section 46 – General basis of valuation.

(24) Comply with Section 47 – Sectional Title Schemes.

(25) Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this Tender.

(26) Comply with Section 51 – Processing of objections, if so required by Municipality.

(27) Comply with Section 52(1)(3) – Compulsory review.

(28) Comply with Section 53 – Notification of outcome of objections

(29) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).

(30) Comply with Section 78 – Supplementary valuations including annual reviews of multiple purpose properties in terms of Section 9 and properties affected in terms of Section 15 of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended,
if so required by Municipality.

(31) Comply with Section 81 & 82 of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended, . The Tender(s) / Nominated person(s) shall provide and make available all data and valuations in a format that is easy to read, understand and interpret for purposes of internal and provincial monitoring and reporting by the Municipality

4. DEFINITIONS

Date of Valuation:	shall mean the Date of Valuation as determined by the Municipality in terms of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended. ;
Date of Draft Submission:	shall mean the date upon which the Municipality requires the nominated person/s to submit data relevant to the valuation roll to enable the Municipality to use such data in the preparation of their rates policy and draft tariffs;
Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the Municipality by the nominated person(s);
Specialised Properties:	Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties: <ul style="list-style-type: none"> • Regional Shopping Centres e.g. Garden Route 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
Data and Information:	includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this Tender;

Data Ownership:	all data obtained, collected and/or utilised in the compilation and maintenance of the valuations roll and supplementary valuations/supplementary valuation rolls belongs to the Municipality;
Data Transfer:	all data utilised and/or collected by the Tenderer including that of the data capturers, will be transferred by the Tenderer to the Municipality on a at least on a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format;
Property Master File:	<p>shall be defined as a property master file containing all property records of the Municipality relating to the valuation roll whether registered or not at date of valuation. The Tenderer will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and even consolidated.</p> <p>Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the master file. Tenderer 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.</p> <p>The purpose of the master file is to enable the public and officials of the municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the municipality. The master file and/or valuation rolls will cross refer to all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.</p> <p>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, exisions, notarial ties, township proclamations, etc which result in unregistered records being created will be recorded from the date of commencement of this tender and shall continue for the full duration thereof.</p>
	Example: Erf 14 & 15 Dunswart are consolidated into Erf 300. Under erven 14 + 15 they will be indicated as unregistered with a cross reference to Erf 300. Under Erf 300 it will be cross-referenced to indicate consolidation of Erf 14 & 15. Holding 16 Ravenswood Agricultural Holdings excised into Portion 315 of the Farm Klipfontein 83 I.R. Under Holding 16 it will be referred to as unregistered and under Portion 315 it will cross-refer as "previously Holding 16 Ravenswood Agricultural Holding".

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

Tenderer will be required to fully comply with the requirements of the Access to Information Act, 2000. In terms of the Promotion of Access to Information Act, 2000, the Municipality is obliged and compelled to provide certain information to the general public.

The tenderer as part of his/her 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, 2000.

Accordingly, tenderer will be required to compile a manual as required in terms of

Section 51 of the Promotion of Access to Information Act, 2000 and that such manual will be attached under **Schedule 9** hereof.

Tenderer will not be required to provide information obtained in terms of Section 42 of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014 that is of a confidential nature, unless required to do so in terms of Section 44 of the said Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014.

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

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.

6. CONFIDENTIALITY

In the process of collecting data and information in terms of section 42 of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014, tenderer will have access to sensitive and confidential information. All data accessed, obtained, or collected by tenderer and/or data collectors must at all times be kept confidential and not be disclosed. Tenderer will comply in full with the provisions of section 44 of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014.

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

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

7. PENALTIES AND DEFAULTS

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

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

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

- Non compliance to submission dates;
- Breach of confidentiality and/or conflict of interest;
- Inadequate valuation performance; (10 percent or more rejects)
- Inadequate valuation results measured against monitoring; (10 percent or more rejects)

- Non-compliance with the Act and any other conditions referred to in this Tender.
- Dishonesty;
- Corruption.

On immediate proof of conviction of a case of dishonesty or corruption made available to the Municipality, the Municipality will give tenderer 21 days" notice to remedy such default. Failing to do so, the Municipality shall cancel this Tender without further notice or advice.

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

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

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

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

7.1 PENALTIES

Should it be apparent to the Municipality that after the Tenderer has been advised in writing by Municipality that the Tenderer is in default in complying with the deadlines of either stage 1 or 2 and that the Tenderer has failed to rectify such default within the amended time limit set by Municipality then in such event the Municipality shall be entitled to cancel the contract and appoint a substitute Tenderer. In such event, the Tenderer will supply the Municipality with all data collected in his possession and Municipality reserves the right to offset any payment due to the Tenderer against the cost of appointing another person to fulfil the requirements of this Tender

By failure or neglect to comply with the deadlines of the following stages, the valuer will be fined as follows on a daily basis for every day of delay, without prejudice of any legal remedies:

1. Delay in complying with stage 1 of the Tender, R 200.00 per day until completion.
2. Delay in complying with stage 2 of the Tender, R 200.00 per day until completion.
3. Delay in complying with stage 3 of the Tender, R 200.00 per day until completion.
4. Delay in complying with stage 4 of the Tender, R 200.00 per day until completion.
5. Delay in complying with stage 5 of the Tender, R 200.00 per day until completion.
6. Delay in complying with stage 6 of the Tender, R 200.00 per day until completion.
7. Delay in complying with stage 7 of the Tender, R 200.00 per day until completion.

If the cause of delay is due to the Municipality not supplying the Tenderer with agreed data, or other delays caused by the Municipality themselves, then in such event, the Municipality shall not be entitled to enforce this clause.

7.2 RETENTION: GENERAL VALUATION ROLL

The Municipality shall retain an amount equal to 10% of all payments claimed. Such retentions shall be retained until completion of all Key Task Functions (Paragraph 12.1) and has passed the required quality control procedures, as instituted by the Municipality, after receipt of the final delivery certificate.

7.3 RETENTION: SUPPLEMENTARY VALUATION ROLL

The Municipality shall retain an amount equal to 10 % of all payments claimed. Such retentions shall be retained until completion of all Key Task Functions (Paragraph 12.2) and has passed the required quality control procedures, as instituted by the Municipality, after receipt of the final delivery certificate.

8. INSURANCE

- 8.1 Tenderer's shall submit proof in terms of **Schedule 7** without limiting the obligations of the supplier in terms of this Contract; the supplier shall affect and maintain the following insurances:
 - a. Public liability insurances, in the name of the supplier, covering the supplier and the Hantam Municipality against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, to the value of R7 000 000 (Seven Million Rand).
 - b. The Tenderer shall provide and keep in full force Professional Indemnity Insurance (PII) cover in respect of Services provided under this contract. The amount of PII cover shall be R3, 000,000 (Three Million Rand) and the excess shall not be greater than R30 000 (Thirty Thousand Rand). The PII cover shall be effective from commencement of the contract and shall remain valid for a period of 1 year after the completion of the Valuation Services under this contract.
 - c. Any goods supplied to the Hantam Municipality by the supplier in terms of this Contract shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and other activities related to the supply.
- 8.2 The tenderer shall be obliged to furnish the Hantam Municipality with proof of such insurance as the Hantam Municipality may require from time to time for the duration of this Contract.

9. VALUATION SUMMARY

The tender requires a valuation roll to be compiled in terms of Section 30 of the Act together with the compilation of annual supplementary valuation rolls in terms of section 78 of the Act.

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

Category Code	Category Description	Estimated number of entries
A	Residential	4150
B	Industrial	7
C	Business/Commercial	263
D	Farms	83
DI	Farms – Agriculture	2291
DIV	Farms – Business	1
FI	Smallholdings – Agriculture	12
FII	Smallholdings – Residential	12
G	State Owned	147
H	Municipal	73
I	Public Infrastructure	298
Q	Public Benefit Organisations	31
V	Vacant Land	1338
Total estimated number of entries:		8706

The tenderer shall base their tender price 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 File 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 of **Schedule 3** hereof.

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

The Tenderer shall provide the Municipality with documented proof of the total number of entries contained in the Property Master File and the Municipality reserves the right to check, audit and verify such entries.

10. SUPPLEMENTARY VALUATIONS:

This Municipality raise rates on supplementary valuations in accordance with Section 78 (4) and sent notices in accordance with Section 78(5) of the Municipal Property Rates Act, Act 6 of 2004, as amended. (In summary, this means that this municipality is on a monthly valuation batch process)

Annually, at least one final supplementary valuation roll will be compiled on dates

agreed in the Service Level Agreement, after the appointment of the successful Tenderer.

Valuations completed must be summarized in a draft supplementary valuation roll and submitted 10 (ten) working days before submission of final supplementary valuation roll.

Progress reports on a monthly basis must be submitted to the municipality, also giving reasons for valuations not yet completed.

Progress reports on a monthly basis must be submitted to the municipality with reference to the Requests for Review.

Notices to the owner of each property owner included in the report must be provided.

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

The tenderer must submit a Quality Management Plan as part of the tender to ensure that quality control measures is in place to ensure the correctness of the supplementary valuations, review, supplementary valuation roll, objection and appeal processes.

11. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY

11.1 Upon appointment, the Municipality will provide the Tenderer with the following data relating to the general valuation roll, supplementary valuation of properties:

11.1.1	Field sheet forms, which contains summary of the previous inspection of property and sketch, if available.
11.1.2	Building plans and schedule of completed buildings.
11.1.3	Cadastre updates
11.1.4	Copies of all sales/ rental agreements relating to properties sold by Municipality whether registered or not
11.1.5	Copies of all consent use applications received, approved or declined
11.1.6	Copies of all township applications, rezoning, consolidations, notarial ties, etc. submitted to Municipality
11.1.7	Copies of all approvals and/or rejections by Municipality of the above
11.1.8	Copies of all policy decisions relating to immovable property within Municipality
11.1.9	Geographic information system data
11.1.10	Monthly Deeds downloads
11.1.11	Occupation Certificates where available
11.1.12	Annual review of rates policy copy thereof
11.1.13	Municipal properties as listed in Asset Register

Note: Where the Municipality fails to provide the Tenderer 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 additional supplementary valuation rolls, Tenderer will not be held liable for any such delays. Tenderer will however be held fully liable for any delays other than mentioned in the submission of supplementary and or additional supplementary valuations to the

Municipality.

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

12. KEY TASK FUNCTIONS

Tenderer will be required to follow the stages set out below and adhere to the following deadlines:

12.1 KEY TASK FUNCTIONS: GENERAL VALUATION ROLL

Stage	Description	Time Frame
1	Documentation: Initial Data collection, deeds down load, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master.	From date of appointment 1 Month
2	Data Collection: Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc	From date of appointment – 2 Months
3	Sales and Market report Compile draft Sales and Market Report	Submit 30 October 2023
4	Compiling of valuations	01 Nov 2023 – 31 Dec 2023 2 Months
5	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	December 2023 Ongoing
6	Date of valuation	To be determined
7	Submission of draft roll and (<i>Exports for quality control submitted continuously</i>) and Submission of Final Sales & Market Report	31 December 2023
8	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the Municipality	31 January 2024
9	Objections process as per Act	Feb 2024 -31 March 2024
10	Valuation appeal board hearing(s)	Subject to Completion of Objections by Valuer and Availability of Valuation Appeal Board

STAGE	Description	Time Frames
1	Receive source document or information from Municipality/Deeds transfer list	After acceptance of tender, continuously

STAGE	Description	Time Frames
2	Initial Data collection	Continuously
2	Obtaining of data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	Continuously
3	Compiling valuations	Continuously
4	Compiling monthly batches consisting out of supplementary valuations completed which forms part of the next scheduled supplementary valuation roll	Monthly
5	Compile report of cases not valued after received from Municipality/Deeds Transfer list.	Monthly
6	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	From date of Appointment (continuously)
7	Sent Notices	Monthly
8	Receive request for review	Monthly
9	Review process as per Local Government Municipal Property Rates Act, Act 6 of 200, as amended	Monthly
10	Compile draft supplementary valuation roll from supplementary valuations within prescribed period.	20 September and 20 March of each financial year
11	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	10 Working days before final supplementary valuation roll
12	Corrections and submission of certified supplementary valuation roll and reconciliation between property master file and existing valuation records of the Municipality	30 September and 31 March of each financial year
13	Objections process as per Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014	October/November and April/May of each financial year
14	Valuation appeal board hearing(s)	Subject to completion of objections by valuer and availability of Valuation Appeal Board
16	Submission of all data or copies thereof to Municipality & issuing of final delivery certificate.	

13. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

Accurate data collection is critical during the duration of the entire contract. Tenderer will have to ensure that data collected can be monitored by the Municipality and verified. Critical data that has a direct effect on valuations i.e., size, zoning, values, etc.

must be able to be fully audited by way of an acceptable audit trail.

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

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

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

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

14. MINIMUM REQUIREMENTS PER STAGE:

14.1 Stage 1: DOCUMENTATION:

Obtain the following:

- Copy of current valuation roll;
- All supplementary valuation rolls;
- Cadastre information;
- Deeds download.

14.2 Stage 2: DATA COLLECTION:

Includes: - Inspections, measurements, sales, field sheets, data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e., rentals, turnover, yields, etc. Use of aerial photographs for identification and/or electronic measurement.

Tenderer will be fully responsible for the collection of all data necessary for Tenderer to compile Supplementary Valuation Rolls.

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

The Municipality will establish whether the standard of data collection is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other 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 the tenderer 21 days written notice setting out their findings and request the tenderer to rectify such default, failing which Municipality shall be entitled to cancel this tender without further notice. The tenderer will be given the opportunity to explain to the Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by the tenderer. All data collected by the Tenderer in no matter what

format is the property of the Municipality.

Where the tenderer has made use of aerial photography and or satellite imagery, such aerial photographs and/or satellite imagery will become the data of the Municipality and the Tenderer shall have no lien thereon.

Notwithstanding Section 45(2)(a) of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014, whereby inspections are optional, the Tenderer will be required to adhere to the following minimum data collection requirements: -

All supplementary valuations must have a valid geo-referenced photo attached

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

14.2.1 RESIDENTIAL ERVEN AND BUILDINGS

The following minimum data is required:

- 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.
- Registered owner.
- Address
- Contact details.
- Incomplete improvements – as agreed

14.2.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

The following minimum data is required:

- 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 number;
- Unit type i.e. simplex, duplex, etc;

- View;
- Registered owner.
- Address.
- Contact details

14.2.3 INCOME PRODUCING PROPERTIES – Inspection compulsory - All income producing properties must have a valid geo-referenced photo attached

The following minimum data is required:

- 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;
- Registered owner;
- Address.
- Contact details

14.2.4 SPECIALISED PROPERTIES

The following minimum data is required:

- 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.

14.2.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES Inspection compulsory - All properties used for agricultural purposes must have a valid geo-referenced photo attached

These are properties that is used primarily for commercial farming or subsistence farming including the cultivation of land for crops and other plants, including plantations, the keeping or breeding of animals, including beekeeping, and includes such activities as are reasonably connected with the main farming activities, including the housing of the farmer, farm manager and farm workers, but excludes any portion thereof that is used commercially for the hospitality of guests, and excludes the use of property for the purpose of eco-tourism or for the trading in or hunting of game.

Distinguish categories as per current Rates Policy. (List of categories available on request)

- **Vacant farm properties**, which are farm properties used for purposes other than business purposes, agricultural purposes, or residential purposes;
- Where used as a farming unit 14.2.5 will apply;
- Where used for other purposes 14.2.1, 14.2.3 or 14.2.4 may have to be followed.

The following minimum data is required:

- 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;
- Registered owner;
- Address. (Very important)

Multiple purpose: Two or more purposes on one farm must be measured and valued as separate footprints according to each multiple purpose. **(Inspection compulsory - All properties used for agricultural purposes must have a valid geo-referenced photo attached)**

14.2.6 URBAN VACANT LAND

- Adverse features;
- Positive features;
- Topography/slope;
- Soil conditions;
- Services;
- View.

14.2.7 MINING LAND

- All data relating to be 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.

14.2.8 REGISTERED RIGHTS

Salient features of the lease.

14.2.9 PUBLIC SERVICE INFRASTRUCTURE

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

14.2.10 UNREGISTERED PROPERTIES

In the case of an unregistered property valued for exceptional reasons, cross references must be put on the valuation roll, referring to the related and registered erf from which the unregistered property is to be subdivided.

14.2.11 GENERAL

In the case of all improved properties a A4 size site plan must be submitted. It should include a sketch and measuring must be correct to nearest 10 cm.

Sales before or on the valuation date of 1 July 2016 is 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. (Any differences between building plans and buildings erected on property must be reported to Municipality.)

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

14.3 Stage 3: Sales and Market Report:

A draft market and Sales Report must be compiled and handed in by before the collection of data is commenced.

The report must consist of, amongst others, project sales review; market and valuation methodology reports-

- Residential contract sales review, market, and valuation methodology reports; and
- Non-residential contract sales review, market, and valuation methodology reports (capitalization rates)
- Vacant contract sales review, market, and valuation methodology reports
- In the case of agricultural farming units, market and valuation methodology reports, e.g., price per hectare for mountainous land, pastures, irrigated land, etc.

Tenderer(s) must satisfy themselves in regard to land management system and financial system in use by Hantam Municipality.

The CAMA process used by this Municipality currently supports the points system, improvements-items, sizes, etc used for calculation of property valuations on the regression module which is forthcoming out of the market report.

Categories of properties as well as multiple purpose properties are to be reflected. (Any differences between building plans and buildings erected on property must be reported to Municipality.)

The Municipality does not guarantee the accuracy or correctness of any data supplied to Tenderer and it is the responsibility of the Tenderer to check and correct any such data supplied. The Tenderer 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 fully integrate with the billing system (VENUS) of the Municipality. Other data must be capable of being adapted to other systems of the Municipality.

- The structure of the data required for integration with the financial system will be provided at the time of integration. The minimum data that will be required by the financial system is a field format that is recognizable by the financial system, e.g. the erf numbers and suburb codes. Subdivisions must correspond with the current data and have 5 (five) numerical characters for the portion number. It must also include the Surveyor General's code.

14.4 Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of supplementary valuations.

ROUNDING: R0,00 to R500 000 – rounded to nearest R1000 and R500 000 and more – rounded to nearest R10 000.

Items (sizes of improvements) must be captured separately on the valuation system and must be available for handling of enquiries.

14.4.1 VALUATION SYSTEM

The Tenderer shall satisfy the Municipality that its valuation system will adequately be capable of not only producing general valuation roll, supplementary valuations and the supplementary valuation rolls, but also storing historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2000. The minimum, requirements of the data supplied by the Valuation System must be as follows:-

14.4.1.1 The data supplied by the Tenderer must integrate with the VENUS system of the Municipality.

14.4.1.2 The data supplied by the Tenderer must be compatible with the GIS system, ESRI ArcGIS Geodata System, utilized by the Municipality as well as other management systems that are affected by the valuation process.

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

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

Please Note: The tenderer will be provided with an ESRI ArcGIS System that is used by the municipality to incorporate valuation records. If the tenderer should decide to use its own valuation system, it is up to the successful tenderer to ensure the data is correctly updated and displayed on the municipality's ESRI ArcGIS System.

14.4.1.6 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.

14.4.1.7 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.

14.4.1.8 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 Valuation Appeal Board; Historic records of all objections lodged in terms of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended, against the property from date of commencement and for the full duration hereof.

14.4.1.9 Other:

- The valuation system must be capable of storing, *inter alia*:-
Building plan date where used in the valuation process, site plans, aerial photographs and all other pertinent data on 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 also be able to download and update data directly from the deeds office as well as recording and linking properties with various databases with the property key number of the Surveyor General.
- The valuation system must be capable of printing the valuation roll for a selected Allotment or entire roll.
- The valuation system must be capable of exporting the roll electronically for a selected Allotment or the entire roll.
- The valuation roll must be capable of producing Section 49 and Section 78 notices for a single property, a selection of properties or the entire roll.

14.5 STAGE 5: INTERNAL MONITORING OF VALUATIONS:

- Internal quality control to be conducted by Tenderer and measured against current sales and other relevant market data and adjusted to date of valuation.
- Basis on which the initial roll has been internally monitored must be made available to the Municipality or its appointed monitors.
- The initial roll after internal monitoring must be amended and/or corrected if necessary.
- This includes cross boundary monitoring within the Municipal area if applicable.

14.6 STAGE 6: REVIEW PROCESS (FOR SUPPLEMENTARY VALUATIONS):

- (a) Receive Request to Review in terms of section 78(5)(b));
- (b) Scrutiny of request in order to ascertain grounds for objection.
- (c) Inspection of property, if necessary (i.e. if inspection of the property was not possible during the supplementary valuation, or if issues are raised that require inspection)
- (d) Where changes to the original data are made, the Tenderer must show the correction on the record form and the sketch (red ink).
- (e) Verification of extents and measure if necessary.
- (f) Meet with the owner in an attempt to reach settlement or clarify issues – settlement subject to approval by Municipality.
- (g) If necessary, undertake a re-assessment of the value of the property, giving written reasons for the decision reached.

Request for review must be handled and if the supplementary valuation is changed, the review value must also be included in the supplementary valuation roll. This item will then be included in the final supplementary valuation roll as an additional entry.

14.7 Stage 7: SUBMISSION OF DRAFT ROLL and final Sales and Market report:

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

14.8 Stage 8: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL:

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

14.8.1 Printing and binding of rolls

Tenderer shall be responsible for providing 3 copies of the supplementary valuations and the valuation roll, all of which will be certified by him/her by an original signature. The valuation rolls shall be printed in A4 format, and shall be appropriately indexed.

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

One copy of the final valuation roll, should be sorted according to town areas, certified with totals and bound separately.

According to the regulations in Government Gazette, 29304 dated 18 October 2006 (page 8), the sectional scheme must appear at the end of a supplementary valuation roll in alphabetical order according to scheme name. (Erf number on which the sectional scheme is situated, must be displayed)

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

All supplementary valuation rolls submitted may be subjected to external monitoring by the Municipality.

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

14.9 Stage 9: OBJECTION PROCESS:

Tenderer will be obliged to attend to the following:

- (a) Receive objections in terms of section 50(5);
- (b) Scrutiny of objection in order to ascertain grounds for objection.
- (c) Inspection of property. (d) Where changes to the original data are made, the Tenderer must show
- (e) Verification of extents and measure if necessary.
- (f) Meet with the owner in an attempt to reach settlement or clarify issues – settlement subject to approval by Municipality.
- (g) If necessary, undertake a re-assessment of the value of the property, giving written reasons for the decision reached.

Comply with section 51 and where section 52(1) is applicable comply with section 52(a) Comply with section 53(1) and 53 (3) of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended.

Costs of complying with the objection process are reflected in **Schedule 3**.

14.10 Stage 10: VALUATION APPEALS BOARD HEARINGS:

In terms of section 34(f) of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended, the Municipal Valuer/ Assistant Municipal Valuer shall be obliged to attend all sittings of the Valuation Appeal Board.

Tenderer will be obliged to attend to the following:

- (a) Receive appeals
- (b) Scrutiny of appeals in order to ascertain grounds for appeal.
- (c) Inspection of property.
- (d) Where changes to the original data are made, the Tenderer must show the correction on the record form after appeal board hearing.

The costs of attending the hearings are reflected in **Schedule 3**.

14.11 Stage 11: ATTENDING TO ALL VALUATION ENQUIRIES:

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

14.12 Stage 12: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF FINAL DELIVERY CERTIFICATE

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

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

14.13 DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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

available to Municipality in a format specified by Municipality.

The Municipality reserves the right to appoint either its own officials to assess the data protection and disaster recovery procedure or appoint independent specialists to evaluate and consider the merits and adequacy of the plan as set out under **Schedule 4** hereof.

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

- The Tenderer will ensure that all data collected manually on paper be scanned into PDF document „read only” format.
- The Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format.
- The Tenderer shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third party data.
- All data stored shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- The Tenderer will ensure that all scanned documents and attributes are filled in accurately and to the requirements requested by the Municipality.
- The Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderer appointed network administrator/s only.
- The Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- The Tenderer will ensure that data which is available to the public and not of a confidential nature is in „read only format” and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer infrastructure or appointed third party service providers infrastructure.
- The Tenderer will ensure that all metadata stored, cannot be altered once entered into the database and must be protected by the maximum levels of protection as set out in this schedule.
- All data output from the database system will be provided and made available in an approved format to Municipality.
- The Tenderer will ensure that all data is backed up on a daily basis and verified.
- The Tenderer will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- The Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- The Tenderer will ensure that a monthly backup be enforced on the last

business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.

The Municipality reserves the right to authorise and appoint internal experts, to check and monitor the data protection methods of Tenderer during the duration of this Tender.

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

14.14 DATA TRANSFER

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

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

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

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

14.15 GENERAL

Tenderer 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 that the Tenderer has an adequate Computer System to fully comply with the needs of paragraphs 14.4.1 to 14.4.3 hereof as well as any other computer needs of the Tender. Computer system must be identified as part of **Schedule 5**.

Additional costs relating to valuation computer system (training, licensing, programming, updating, etc.) are for the account of the Tenderer.

15. PUBLIC PARTICIPATION AND AWARENESS:

Tenderer may be required to attend meetings in regard to the Rates Policy as well as being involved in public awareness relating to the valuation process. Tenderer may be required by the Municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **Schedule 3** hereof.

16. ASSISTANCE TO OBTAIN PRACTICAL EXPERIENCE

Tenderer must allow opportunity for any candidate valuer/s and professional associated valuers (with impeding restrictions) within the Municipality, to obtain practical experience.

17. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

The minimum requirements and specifications of a GIS system apply:

17.1 GENERAL DESCRIPTION OF SERVICE

The Tenderer will use the municipality's GIS to provide the municipality with the following services:

- Identify land parcels (i.e. cadastral properties) whose valuation might have changed within the municipal area;
- Guide Valuation Inspectorate to the sites to be inspected;
- Compare the properties of the municipal area with the entries registered in the Deeds Office as well as the Surveyor-General and notify the municipality of any errors/anomalies;
- Provide all properties inspected with a geo-referenced photo attached.
- Where the Tenderer use external sources not supplied by the municipality these sources must be noted and data must be supplied to the municipality at the end of the tender period.

17.2 GIS DATA STANDARDS

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

- All GIS data will be supplied to the successful Tenderer in the following format: ESRI ArcGIS 10.2.2 Web Based Spatial Viewer;
- This data will be hosted by the municipality and will only be accessible via the internet.
- The Tenderer is not allowed to distribute this data in any form or shape as the municipality is the custodian and owner of the data.
- Only in exceptional circumstances will the data used in this tender be allowed to be taken off the premises of the municipality.

The File Geodatabase supplied by the Municipality will contain the following:

- Cadastral properties
- Current Valuation Roll linked to cadastral properties.
- Applicable Imagery.
- Ownership information from the Deeds Office.
- Wards.
- Current Valuation blocks used to identify valuation areas.
- Photos Web Based Spatial Viewer Relationship Class.
- SG Allotments.
- Street centrelines.
- The Municipality will provide the successful tenderer with updates on the cadastral and Ownership information on a regular basis throughout the period of the tender;
- The Municipality will indicate to the Tenderer on the GIS system where building plans has been submitted to indicate possible valuation variations.

18. METHODS OF PAYMENT:

18.1 METHODS OF PAYMENT: GENERAL VALUATION ROLL

The Municipality will pay the Tenderer on a progress basis measured against performance of each stage. (Invoice is payable 30 days after receipt of correct invoice).

Stage No.	Description	% Payment of total of tender for general valuation roll (shown on invoice)	% Payment at Invoice	% Retention kept aside – (show on invoice)	Payable on Completion	Payable in Monthly Payments
1	Commencement phase	10%	9%	1%	✓	
2	Data collection	30%	27%	3%		✓
3	Valuation compilation	20%	18%	2%		✓
4	Internal monitoring	-				
5	Submission Draft Roll	10%	9%	1%	✓	
6	Submission of certified roll	10%	9%	1%	✓	
7	Objection process and completion of reasons	10%	9%	1%	✓	
8	Valuation appeal board hearing	10%	9%	1%	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.	
Sub total		100% less 10 % Retention	90%			
9	Submission of data to Municipality and issue by Municipality of final delivery certificate	Retention payment (See requirements para 7.3)		10%	✓	
Total		100%(Including Retention)				

18.2 METHODS OF PAYMENT: SUPPLEMENTARY VALUATIONS

The Municipality will pay Tenderer at an average rate per entry, as submitted in **Schedule 3**.

The rate per entry, as submitted in Schedule 3, must be the projected costs of Key Task Functions numbers 1 to 12: (See paragraph 12.2)

Description	% Payment
Per Supplementary Valuation: Rate per Entry (Payable 30 days after receipt of invoice)	(100% - 10% retention) 90%
At receipt of final delivery certificate (At completion of Roll, Objection and Appeal processes)	10% Retention
Total per entry Including VAT	100%

19. SCHEDULE OF FEES

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

20. INFORMATION TO BE PROVIDED BY TENDERER

Tenderers are required to provide the following information with respect to their **Experience, Valuation system and Project Plan** as part of this tender. This information is required so that functionality can be scored. If this information is not supplied, the tenderer will not be awarded any points for functionality and will be considered non-responsive.

a. Experience

Proof of registration, references and proof of local experience must be provided. (**Specify who the municipality was**).

b. Valuation System

Tenderers are to submit sufficient Proof of Concept (POC) regarding the valuation system and data provided to proof the following:

- a) The Tenderer has used a compatible recognised Valuation System for adequately producing general valuation rolls and supplementary valuation rolls for another municipality's.
- b) No License fees or other costs for the Municipality to obtain data during and after the tender period;
- c) Intellectual data is property of municipality during and after the tender period;
- d) The valuation data will be made available in at least electronic format to successfully view and use to answer enquiries on how the valuation was determined for the duration of the tendercontract at no additional costs.
- e) Support for handling queries and keep track of changes made to valuations; and

- f) Data in a digital format, together with other documents and reports submitted during the contract period, will remain the property of the municipality.

c. Project Plan

A comprehensive quality management document is to be submitted that clearly describes the quality assurance processes to be followed. These should include but are not limited to:

- Collection of data to be used in valuation (market data),
- Collection of physical data and completion of the record form, and
- Determination of value.

SCHEDULE 1 (A)

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

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

FULL NAMES

ID 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	Email address

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

Have you compiled any valuation rolls for coastal areas? If yes, provide full details:

NAME OF MUNICIPALITY	NAME OF COASTAL TOWN/AREA	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 Tenderer) to bind myself jointly and severally with Tenderer to fulfil all obligations and requirements of this Tender.

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

Justice of Peace/Commissioner of Oaths

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 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	Email address

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

Have you compiled any valuation rolls for coastal areas? If yes, provide full details:

NAME OF MUNICIPALITY	NAME OF COASTAL TOWN/AREA	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 Tenders requirements including all schedules, forms and other information set out and confirm that I have fully

acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at _____ this _____ day _____
20____

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

**JUSTICE OF PEACE/COMMISSIONER OF
OATHS**

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

[Signature]

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 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	Email address

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

Have you compiled any valuation rolls for coastal areas? If yes, provide full details:

NAME OF MUNICIPALITY	NAME OF COASTAL TOWN/AREA	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 Tenderer) to bind myself jointly and severally with Tenderer to fulfil all obligations and requirements of this Tender.

Signed by me at _____ this _____ day of _____
20_____

SIGNATURE: NOMINATED PERSON AS 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 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	Email address

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

Have you compiled any valuation rolls for coastal areas? If yes, provide full details:

NAME OF MUNICIPALITY	NAME OF COASTAL TOWN/AREA	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 Tenders requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at _____ this _____ day _____
20____

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER 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 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	Email address

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

Have you compiled any valuation rolls for coastal areas? If yes, provide full details:

NAME OF MUNICIPALITY	NAME OF COASTAL TOWN/AREA	CONTACT PERSON	PHONE NO

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

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

Signed by me at _____ this _____ day _____
20____

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER 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 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	Email address

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

Have you compiled any valuation rolls for coastal areas? If yes, provide full details:

NAME OF MUNICIPALITY	NAME OF COASTAL TOWN/AREA	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 Tenders requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I further undertake by my signature hereof (if I am not the Tenderer) to bind

myself jointly and severally with Tenderer to fulfil all obligations and requirements of this Tender.

Signed by me at _____ this _____ day of _____
200____

SIGNATURE: NOMINATED PERSON AS ASSISTANT 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_____.

[Handwritten signature]

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 4

DATA BACK UP AND DISASTER RECOVERY PLAN

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

In the event of Tenderer not wishing to conform to such standards Tenderer shall attach as **Schedule 4**, a complete proposal in this regard.

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

SCHEDULE 5

COMPUTER SYSTEM

COMPUTER EQUIPMENT:

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

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

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

MASS VALUATION SYSTEM:

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS ON MASS VALUATION SYSTEM:

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

NOTE: Tenderers are to submit sufficient Proof of Concept (POC) regarding the valuation system and proof the following, amongs other aspects:

- a) Intellectual data is property of municipality during and after the tender period;
- b) Support for handling queries and keep track of changes made to valuations; and

OTHER QUESTIONS REGARDING THE CAPABILITY OF THE MASS VALUATION SYSTEM:

Was the Mass Valuation Computer System used to compile valuation rolls where VENUS was the Financial System?

NAME OF MUNICIPALITY	NAME OF MASS VALUATION SYSTEM	COMPATABLE WITH FINANCIAL SYSTEM (Mark with X)		REFERENCE	CONTACT NUMBER
		YES	NO		

Was there any additional costs for the Municipality regarding licensing, training and use of the Mass Valuation Computer System?

NAME OF MUNICIPALITY	NAME OF MASS VALUATION SYSTEM	Any additional costs (Mark with X)		REFERENCE	CONTACT NUMBER
		YES	NO		

If yes, please provide detail:

Do the Tender (Municipal Valuer) himself have knowledge and experience on compiling valuations / valuation rolls in the proposed Mass Valuation Computer System?

NAME OF MUNICIPALITY	NAME OF MASS VALUATION SYSTEM	Knowledge and experience (Mark with X)		REFERENCE	CONTACT NUMBER
		YES	NO		

Was the Mass Valuation Computer System compatible with a GIS system?

NAME OF MUNICIPALITY	NAME OF MASS VALUATION SYSTEM	Compatable with GIS (Mark with X)		REFERENCE	CONTACT NUMBER
		YES	NO		

Can the Mass Valuation Computer System store historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2000?

NAME OF MUNICIPALITY	NAME OF MASS VALUATION SYSTEM	Store historic data (Mark with X)		REFERENCE	CONTACT NUMBER
		YES	NO		

Do the Mass Valuation Computer System have an audit trail and the system must be able to verify all data that has an influence on values?

NAME OF MUNICIPALITY	NAME OF MASS VALUATION SYSTEM	Audit Trail (Mark with X)		REFERENCE	CONTACT NUMBER
		YES	NO		

Do the Mass Valuation Computer System have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted?

NAME OF MUNICIPALITY	NAME OF MASS VALUATION SYSTEM	Adequate securities and controls (Mark with X)		REFERENCE	CONTACT NUMBER
		YES	NO		

SCHEDULE 6

PROJECT WORK PLAN

Tenderer to attach as **Schedule 6** 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 Tenderer progress and Municipality shall be entitled to take action against Tenderer if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 7 hereof.

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

SCHEDULE 7

PROOF OF INSURANCE COMPLIANCE

Attached as **Schedule 7** proof in terms of paragraph 8.

SCHEDULE 8

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 9

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

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

SCHEDULE 10

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

SCHEDULE 11

STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE

Tenderer should indicate under **Schedule 11** any item and/or additional service that will be included in the Tender.

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

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

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

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar works/services, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

Date

Signature of Tenderer

SERVICE LEVEL AGREEMENT

The draft Service Level Agreement is attached as Annexure "A". Please note that the draft agreement attached as Annexure "A" to this tender document serves the purpose of a guideline and must be regarded as a **draft only**. It is important to note that it may be amended by the Municipality before or after allocation of the tender to the successful bidder.

PART B

HANTAM MUNICIPALITY



BID DOCUMENT NUMBER: NC065/T07/2023

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL, SUPPLEMENTARY VALUATIONS AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2028

ENQUIRIES: Mr. Werner Jonker
20 DR NELSON MANDELA DRIVE
CALVINIA, 8190
TEL: (027) 3418 500
E-MAIL: wjonker@hantam.gov.za

ISSUED BY:
THE COUNCIL
HANTAM MUNICIPALITY
P O BOX 14
CALVINIA, 8190

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

BBBEE certificates submitted with the tender document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE BBBEE CERTIFICATES

TENDER CLOSES AT 12H00 ON TUESDAY, 19 SEPTEMBER 2023

SCHEDULE 3
DETERMINATION OF FEES / PRICING SCHEDULE

A. Entries appearing in the **current Valuation roll** (paragraph 9 of specifications):
The Pro rata adjustments will be calculated on the individual rates of items.

Category	Category Description	A Estimated number of entries (±)	B Price per Entry (Excluding VAT)	C Total price per ESTIMATED number of entries (Excluding VAT) C = (A x B)
A	Residential	4150		
B	Industrial	7		
C	Business/Commercial	263		
D	Farms	83		
DI	Farms – Agriculture	2291		
DIV	Farms – Business	1		
FI	Smallholdings – Agriculture	12		
FII	Smallholdings – Residential	12		
G	State Owned	147		
H	Municipal	73		
I	Public Infrastructure	298		
Q	Public Benefit Organisations	31		
V	Vacant Land	1338		
Total Estimated Number of Entries		8706		
			TOTAL:	
			14 % VAT:	
			TOTAL (INCLUDING VAT):	

B. Supplementary Valuation of properties as prescribed in section 78 of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014.

(The adjustments will be calculated on the individual rates of items on the supplementary valuation roll submitted by the successful Tenderer)

Tenderers MUST tender for every item in each line and column of the pricing schedules (A and B and C). Should any tenderer fail to tender as stated above, your tender will be disqualified. This tender will be awarded to one tenderer

B: Supplementary Valuation: Average Rate Per Entry (according to paragraphs 12.2 (number 1 to 16); paragraph 13 and 14.1 to 14.7.1)

B(1) Properties registered within boundaries of TOWN or TOWN-SHIP Areas-	Town Areas – Total of Sample Entries @ rate per entry (Excluding VAT)										
	SAMPLE: 1822 Town or Township Entries in a financial year										
(This is only an average amount of entries on SV roll per financial year)											
Price	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 1	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 2	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 3	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 4							
	R	R	R	R							
14% VAT	R	R	R	R							
TOTAL (Including VAT)	R	R	R	R							
TOTAL (INCLUDING VAT) (YEAR 1 + 2 + 3 + 4)		R									
B(2) . Properties registered within RURAL DISTRICT of Hantam Municipality	Rural properties -Total of Sample Entries @ rate per entry (Excluding VAT)										
SAMPLE: 138 Properties in Rural District in a financial year											
(This is only an average amount of entries on SV roll per financial year)											
Price	(Total=Sample Entries @ rate per entry (Excl. VAT) Year 1	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 2	(Total=Sample Entries @ rate per entry (Excl. VAT) Year 3	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 4							
	R	R	R	R							
14% VAT	R	R	R	R							
TOTAL (Including VAT)	R	R	R	R							
TOTAL (INCLUDING VAT) (YEAR 1 + 2 + 3 + 4)		R									

IMPORTANT NOTES:

- ❖ All valuations must have a valid geo-referenced photo attached. The costs hereof must be included in the above pricing schedules.
- ❖ The cost of the handling of a request for reviews in the Supplementary Valuation process must be included in the above pricing schedules.

Tenderers MUST tender for every item in each line and column of the pricing schedules (A and B and C). Should any tenderer fail to tender as stated above, your tender will be disqualified. This tender will be awarded to one tenderer.

C. Other required pricing (according to paragraphs 11 (number 13 to 16), paragraphs 12 to 16 of the specifications)				
	Price per one entry / person / hour / notice or report (Excluding VAT)			
	Year 1 2023/24	Year 2 2024/25	Year 3 2025/26	Year 4 2026/27
Objections: 1.1 Section 51 Compliance – price per entry	R	R	R	R
1.2 Section 53(3) – Price per notice	R	R	R	R
Appeal Board Hearings: 2.1 Attendance of Professional Valuer at Appeal Board hearing – Price per day	R	R	R	R
2.2 Attendance of Professional Associated Valuer at Appeal Board hearing – Price per day	R	R	R	R
3. Public Awareness – Fee per hour	R	R	R	R
4. Valuations other than for rating purposes – Price per valuation	R	R	R	R
5. Valuation enquiries – Price per request	R	R	R	R
6. Additional copies of valuation roll – Price per copy	R	R	R	R
Total (Excluding VAT)	R	R	R	R
14% VAT	R	R	R	R
TOTAL (Including VAT)	R	R	R	R
TOTAL (INCLUDING VAT) (YEAR 1 + 2 + 3 + 4)	R			

IMPORTANT NOTES:

- ❖ All valuations must have a valid geo-referenced photo attached. The costs hereof must be included in the above pricing schedules.
- ❖ The cost of the handling of a request for review in the Supplementary valuation process must be included in the above pricing schedules.

Tenderers MUST tender for every item in each line and column of the above pricing schedules (A and B and C). Should any tenderer fail to tender as stated above, your tender will be disqualified. This tender will be awarded to one tenderer.

PRICING DETAILS

The offer to be valid for 120 days from the closing date of the tender.

- Does the offer comply with the specifications? YES / NO

- If not to specifications, indicate deviation(s):

.....
.....

- Period required for delivery?

- All delivery costs must be included in the tender price, for delivery at the prescribed destination.

- Is/Are the price/s offered subject to any discount for 30 day"s settlement?

YES / NO

Signature of Tenderer:

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the Hantam Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedules.**

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the Hantam Municipality's Supply Chain Management Policy;

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 fulfill the contract when called upon to do so, the Hantam 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 Hantam Municipality and I/we will then pay to the Hantam Municipality any additional expense incurred by the Hantam Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the Hantam Municipality shall also have the right to recover such additional expenditure by set-off against moneys 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 fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the Hantam Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

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

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR. T. M. Tlhoaele**

Signature: _____

Capacity: **ACTING MUNICIPAL MANAGER**

Date: _____

For the Employer: **HANTAM MUNICIPALITY**

**20 DR NELSON
MANDELA DRIVE
CALVINIA
8190**