

TOKOLOGO LOCAL MUNICIPALITY



TLM/RFP/001/2025/2026 TENDER DOCUMENT

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)

NAME OF BIDDER:

| | |
|--------------------------------------|--|
| <i>Physical Address</i> | |
| <i>Contact No.</i> | |
| <i>E-mail Address</i> | |
| <i>Contact Person</i> | |
| <i>Central Supplier Database No.</i> | |
| <i>Company Registration No.</i> | |

| | | |
|---|--|--|
| <p><i>EMPLOYER:</i></p> <p>Tokologo Local Municipality C/o Voortrekker & Market Square Boshof 8340</p> | <p><i>QUERIES:</i></p> <p>Supply Chain Management Mr. Omphile Saila Tel No.: 053 541 0014 E-mail tenders@tokologo.gov.za</p> | <p><i>QUERIES:</i></p> <p>Housing Services Mr. Vuyani Khweshiwe Tel No.: 053 541 0014 E-mail khwesh@yahoo.com</p> |
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Tender Closing Date: 05 August 2025 at 10h30

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COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)

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- C3 Scope of Work

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TENDERING PROCEDURES

TLM/RFP/001/2025/2026

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tokologo Local Municipality invites tenders from suitably qualified service providers for the Compilation and maintenance of the general valuation roll and supplementary valuation roll for financial years 1 July 2026 to 30 June 2031 as well as the supply of other valuations related services in compliance with the Local Government: Municipal Property Rates Act, (Act 6 of 2004).

No briefing session will be held. Tender documents with full specifications are available on the E-tender portal and documents should be delivered at Tokologo Local Municipality, Corner of Voortrekker and Market Square, Boshof, 8340. Any technical and administrative enquiries relating to the tender document may be directed to Mr. Vuyani Khweshiwe at 053 541 0014 during working hours (08h00am -16h00pm or e-mails may be sent to kwesh@yahoo.com).

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed as **"TLM/RFP/001/2025/2026: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)** and be deposited in the Tender Box, Tokologo Local Municipality, Corner of Voortrekker and Market Square, Boshof, 8340 on or before **05 August 2025 10h30** on **2025**. The tenders will immediately be opened in public. The Tenders shall remain valid for a period of 90 days from the closing date. Telegraphic, telephonic, fax, telex e-mail or late tenders **will not be accepted**.

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Tenders will be evaluated in terms of the Supply Chain Management Policy of Tokologo Local Municipality. The lowest or any tender will not necessarily be accepted, and Tokologo Local Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept the tender in whole or part. Suppliers and/ or Service Providers need to be registered on Central Suppliers Database (CSD).

A preferential point system shall apply whereby a contract will be allocated to a Bidder in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Policy of Tokologo Local Municipality where **80** points will be allocated in respect of price and **20** points in respect of Specific goals.

MR MPHO SEHLOHO
MUNICIPAL MANAGER

Tokologo Local Municipality
Corner of Voortrekker and Market Square
Boshof
8340
www.tokologo.gov.za

T 1.2 TENDER DATA

| | | | | | | |
|--|--|--|--|--|--|--|
| 1. | The Employer is: Tokologo Local Municipality Corner of Voortrekker & Market Square Boshof 8340 | | | | | |
| 2. | Tender Documents | | | | | |
| | Tendering Procedures Tender notice & invitation to bid Tender data Returnable Documents List of Returnable Documents The Contract Agreements & Contract data Forms of Offer and Acceptance Contract Data Pricing Data Pricing Instruction Bill of Quantities Terms of Reference Terms of Reference Additional Relevant Documents Supply Chain Management Policy | | | | | |
| 3. | Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions. | | | | | |
| 4. | Communication. The Employer's Representative is; <table><tr><td><u>Accounting Officer;</u> Mr Mpho Sehloho Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014</td><td><u>Procurement Enquiries.</u> Mr.Omphile Saila Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014</td><td><u>Technical Enquiries.</u> Mr. Vuyani Khweshiwe Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014</td></tr></table> | | | <u>Accounting Officer;</u> Mr Mpho Sehloho Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014 | <u>Procurement Enquiries.</u> Mr.Omphile Saila Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014 | <u>Technical Enquiries.</u> Mr. Vuyani Khweshiwe Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014 |
| <u>Accounting Officer;</u> Mr Mpho Sehloho Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014 | <u>Procurement Enquiries.</u> Mr.Omphile Saila Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014 | <u>Technical Enquiries.</u> Mr. Vuyani Khweshiwe Corner of Voortrekker and Market Square Boshof 8340 Tel: at 053 838 0014 | | | | |
| 4.1 | Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents. | | | | | |
| 5 | The Employer's right to accept or reject any tender offer The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by Tokologo Local Municipality. | | | | | |

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| 6 | Bidder Obligations |
| 6.1 | The Council retains the right to call for any additional information that it may deem necessary. |
| 6.2 | <p>If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks, and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss |
| 6.3 | <p>If a Bidder , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.</p> |
| 6.4 | <p>At the request of the Municipal Manager or his authorized representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,</p> |
| 7. | <p>Eligibility</p> <p>Only those bidders who satisfy the following criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> • The valuation team leader is required to hold registration as a Professional Valuer with the South African Council of Professional Valuers. • Public Liability Insurance for R 5,000,000 per claim |
| 8 | <p>Compensation of tendering</p> <p>The employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p> |
| 9 | <p>Check documents</p> <p>The Bidder should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p> <p>Tokologo Local Municipality reserves the right to request the bidder to submit original documents which includes but not limited to, company registration document, qualifications of key personnel, compulsory returnable, reference letters & testimonials for review and certification by its Commissioner of Oath.</p> |

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| 10.1 | <p>Confidentiality and Copyright of Documents.</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation</p> <p>In submitting any information or documentation requested in this tender or any other information that may be requested pursuant to this Tender, you are consenting to the processing by TLM or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify TLM against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.</p> |
| 10.2 | <p>Clarification Meeting</p> <p>No compulsory clarification meeting</p> |
| 11 | <p>Submitting tender offer:</p> |
| 11.1 | No Tender document will be considered unless submitted on Council's Official Tender Document |
| 11.2 | Return all the returnable documents to the employer after completing them. |
| 11.3 | <p>Tenders must be deposited in the tender box clearly marked: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)</p> <p>Location of tender Box: Main</p> <p>Physical Address: Tokologo Local Municipality, Corner of Voortrekker and Market Square, Boshof, 8340.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered.</p> |
| 11.4 | All tender received by the Tokologo Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time. |
| 11.5 | Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered. |
| 12. | <p>Closing Time: 10h30am</p> |
| 12.1 | <p>The time and location for opening of the Tender offers are:</p> <p>Closing Time: 10h30 Closing Date: 05 August 2025 Location: Tokologo Local Municipality C/o Voortrekker & Market Square Boshof 8340</p> |
| 12.2 | <p>Tenders will be opened in public at the same time.</p> <p>After the opening of the tenders, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other Bidder or persons not concerned with such process until the award of the Tender has been announced by the TLM.</p> |

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| 13. | Pricing the tender State the rates and prices in Rand |
| 14. | Alterations to the Tender Documents. No alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document |
| 15 | Alternative tender offer. No alternative tender offers will be considered or accepted. |
| 16 | Tender Offer Validity The Tender offer validity period is 90 days from the closing date. |
| 17 | Tender clarification after submission A tender may be regarded as non-responsive if the Bidder fails to provide clarification requested by the employer within the time for submission stated in the employer's written request. |
| 18 | Tender evaluation points |
| 18.1 | The 80/20 system shall be applicable. |
| 18.2 | Preference points for this bid shall be awarded for: <ul style="list-style-type: none"> (a) Price; and (b) Specific Goals. |
| 18.3 | The maximum points for this bid are allocated as follows: Price 80, Specific Goals 20 = Total points for Price and Specific Goals 100 |

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| 19. | Evaluation of Tenders The Bidder s notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy and Preferential Policy of the TLM. | | | | | | | | | | | | | | | | | | | | |
|------|---|--|-------------------|----------------|-------------------|----------------|---|--|--|----|--|---|--|--|----|--|---|---|--|----|--|
| 19.1 | The following steps will be followed in evaluation; 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by Bidder(s). 5. Awarding of points for the price. 6. Ranking of Bidder s according to the total points 7. Performance of risk analysis by checking the credit record of the Bidder(s) | | | | | | | | | | | | | | | | | | | | |
| 19.2 | Functionality Criteria The procedure for the evaluation of responsive Bids will be on the functionality criteria. | | | | | | | | | | | | | | | | | | | | |
| 20. | Tenders are evaluated in accordance with the TLM Supply Chain Management Policy, the Preferential Procurement Policy, applicable acts, and legislation, with the following framework provided as a guideline. | | | | | | | | | | | | | | | | | | | | |
| 20.1 | Tender responsiveness shall mean tender compliance with all the prescribed key requirements for | | | | | | | | | | | | | | | | | | | | |
| 20.2 | submission with this tender which are regarded as eliminating factors. All bid proposals received will be evaluated and adjudicated on the 80/20 preference point system. | | | | | | | | | | | | | | | | | | | | |
| | <p>All bid proposals received will firstly be evaluated on the following scoring criteria on the basis of functionality and price. Prospective bidders must at least achieve a minimum score of 80% in <u>respect of functionality in order to be regarded as responsive and to qualify for further evaluation.</u></p> <table><tr><th>NO</th><th>Description</th><th>Required</th><th>Points obtainable</th><th>Points Claimed</th></tr><tr><td>1</td><td>Registration of the Valuation Team Leader as a Professional Valuer with the South African Council of Professional Valuers.</td><td>Attached (proof) certified valid registration certificates (not older than 3 months)</td><td>15</td><td></td></tr><tr><td>2</td><td>Experience as Professional Valuer(s) <ul style="list-style-type: none">• Above 10 years = 15 points• Above 5 & 10 years = 10 points• Between 1 – 5 years = 5 points• Less than 1 year = 0 points</td><td>Attached your compressed detailed CV(s) with at least two contactable references</td><td>15</td><td></td></tr><tr><td>3</td><td>Team Leader relevant qualification and experience</td><td>Attached your compressed detailed CV(s) with at least two contactable references</td><td>10</td><td></td></tr></table> | NO | Description | Required | Points obtainable | Points Claimed | 1 | Registration of the Valuation Team Leader as a Professional Valuer with the South African Council of Professional Valuers. | Attached (proof) certified valid registration certificates (not older than 3 months) | 15 | | 2 | Experience as Professional Valuer(s) <ul style="list-style-type: none">• Above 10 years = 15 points• Above 5 & 10 years = 10 points• Between 1 – 5 years = 5 points• Less than 1 year = 0 points | Attached your compressed detailed CV(s) with at least two contactable references | 15 | | 3 | Team Leader relevant qualification and experience | Attached your compressed detailed CV(s) with at least two contactable references | 10 | |
| NO | Description | Required | Points obtainable | Points Claimed | | | | | | | | | | | | | | | | | |
| 1 | Registration of the Valuation Team Leader as a Professional Valuer with the South African Council of Professional Valuers. | Attached (proof) certified valid registration certificates (not older than 3 months) | 15 | | | | | | | | | | | | | | | | | | |
| 2 | Experience as Professional Valuer(s) <ul style="list-style-type: none">• Above 10 years = 15 points• Above 5 & 10 years = 10 points• Between 1 – 5 years = 5 points• Less than 1 year = 0 points | Attached your compressed detailed CV(s) with at least two contactable references | 15 | | | | | | | | | | | | | | | | | | |
| 3 | Team Leader relevant qualification and experience | Attached your compressed detailed CV(s) with at least two contactable references | 10 | | | | | | | | | | | | | | | | | | |

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| Bidder project management experience in similar project and detailed project plan | | | | |
|---|---|--|------------|--|
| 4 | Experience of the Firm Two (2) points for every project completed. | Attach Reference /Appointment letter from Municipalities | 14 | |
| 5 | Bidders to demonstrate project management experience on comparable property valuation projects, including detailed property counts per municipality: <ul style="list-style-type: none"> • Above 20,000 properties = 15 points • Above 10, 000 & 20,000 properties = 10 points • Below 10 000 properties = 5 points | Attached (proof) two reference letter(s) with contact details from the previous project(s) | 30 | |
| 6 | Bidder 's detailed proposed project plan: <ul style="list-style-type: none"> • Cover all stages as set out on the key task functions on the tender document = 10 points • Data transfer plan = 5 points | Attached a detailed project plan & cash flow projection, and Data transfer plan | 15 | |
| | | | 100 | |

Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Bidder does not comply with the Tender Conditions, the Bidder may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS not being submitted.
- Pages not completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialing next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- The Tender has not been properly signed by a party having the authority to do so, according to the

Form E – “Authority for Signatory”

- A Resolution by a Board of Directors of the Company authorizing the Bidder to sign the Tender document on behalf of the Company has not been attached.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Bidder’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time.
- Failure to complete and sign Form C1.1 Form of Offer and Acceptance.
- If any municipal rates and taxes or municipal service charges owed by that Bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory.

20.2 Size of enterprise and current workload

- Evaluation of the Bidder ’s position in terms of:
 - ✓ Previous and expected current annual turnover.
 - ✓ Current contractual obligations
 - ✓ Capacity to execute the contract

20.3 Previous experience

The Bidder shall list in the appropriate Forms the appropriate related projects undertaken by the Bidder within the last five (5) years.

Evaluation of the Bidder's position in terms of his/her previous experience. Emphasis will be placed on the following:

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- Experience of contracts of similar size
- Service Provider to attach appointment letters **and** Testimonials from previous experience.

20.4 Financial ability to execute the contract

Evaluation of the Bidder's financial ability to execute the contract will be considered. Emphasis will be placed on the following:

- Public Liability Insurance **for R5,000,000 per claim**

20.5 Good standing with SA Revenue Services

- Determine whether a valid tax clearance certificate has been submitted.
- The Bidder **must affix A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS must be submitted.**

20.6 If the Tender does **not** meet the requirements contained in the TLM Supply Chain Management Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation

20.7 Penalties

Tokologo Local Municipality will, if upon investigation it is found that a preference in terms of the MFMA Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Bidder .
- Impose a financial penalty at the discretion of Council.

Restrict the contractor, its shareholders, and directors on obtaining any business from the Tokologo Local Municipality for a period of 5 years

20.8 The additional conditions of Tender are:

1. Service providers who has scored the highest points for Price and Specific Goals in terms of the Preferential Procurement Regulations 2022 will be appointed.
2. Tokologo Local Municipality may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project.
3. The Tokologo Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder .
The 693Bidder shall provide all reasonable assistance in such investigations.

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| <p>RETURNABLE DOCUMENTS</p> |
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Returnable Documents

List of returnable documents

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T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Bidder s shall note that their signatures appended to each returnable (excluding attachments) form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering a contract with a Bidder. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that Bidder to induce the contract.** In such event the Employer has the discretionary right under the contract to terminate the contract.

The Bidder must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

| COMPULSORY BID DOCUMENTS | |
|-------------------------------------|--|
| FORM A | MBD 1 [PART A & B] |
| FORM B | COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES |
| FORM C | DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
| FORM D | DECLARATION OF INTEREST |
| FORM E | AUTHORITY OF SIGNATORY |
| FORM F | DECLARATION OF GOOD STANDING REGARDING TAX |
| FORM G | FINANCIAL REFERENCES /BIDDER 'S CREDIT RATING AND BANK DETAILS |
| FORM H | MUNICIPAL UTILITY ACCOUNT |
| FORM I | PREFERENCE SCHEDULE |
| FORM J | CERTIFICATE OF INDEPENDENT BID DETERMINATION |
| FORM K | DECLARATION BIDDER 'S LITIGATION HISTORY |
| FORM L | PROOF OF REGISTRATION WITH PROFESSIONAL BODIES |
| FORM M | PROFESSIONAL INDEMNITY INSURANCE |
| FORM N | DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5) |
| RETURNABLES FOR EVALUATION PURPOSES | |
| FORM O | PROPOSED KEY PERSONNEL |
| FORM P | SCHEDULE OF PREVIOUS EXPERIENCE |
| FORM Q | SCHEDULE OF CURRENT PROJECTS |
| FORM R | SCHEDULE OF INFRASTRUCTURE AND RESOURCES |
| FORM S | SCHEDULE OF PROPOSED SUB-CONTRACTORS |
| FORM T | RECORD OF ADDENDA TO TENDER DOCUMENTS |

COMPULSORY BID DOCUMENTS

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PART A: INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE TOKOLOGO LOCAL MUNICIPALITY | | | | | |
|---|---|---------------|----------------|---------------|---------|
| BID NUMBER: | TLM/RFP001/2025/2026 | CLOSING DATE: | 05 AUGUST 2025 | CLOSING TIME: | 10H30AM |
| DESCRIPTION | COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004) | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

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

| | | | | | |
|--|--|---|--|--|--|
| TOKOLOGO LOCAL MUNICIPALITY | | | | | |
| CORNER OF VOORTREKKER & MARKET SQUARE | | | | | |
| BOSHOF | | | | | |
| 8340 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | R | |
| SIGNATURE OF BIDDER | _____ | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | | | CONTACT PERSON | | |
| CONTACT PERSON | | | TELEPHONE NUMBER | | |
| TELEPHONE NUMBER | | | FACSIMILE NUMBER | | |
| FACSIMILE NUMBER | | | E-MAIL ADDRESS | | |
| E-MAIL ADDRESS | | | | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

| | |
|---|--|
| 1. BID SUBMISSION: | |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> | |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> | |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> | |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

FORM B: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

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RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Tokologo Local Municipality in respect of the following project:

Bid / Project Number: _____{insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(Position in the Enterprise)

and who will sign as follows: _____

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

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

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| NO | NAME OF ENTITY | NAME OF REPRESENTATIVE | CAPACITY | SIGNATURE |
|----|----------------|------------------------|----------|-----------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorized Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. For Companies

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copies of the ID's of the partners

5. One person Business / Sole trader

- Copy of ID

6. Details Of Tax Compliance Status from South African Revenue Service

7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead

8. Specific Goals Claim in terms of the Preferential Procurement Regulations, 2022

9. Central Supplier Database (CSD) Full Report which contains ownership information

FORM C: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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. | 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"/> |

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| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | 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

FORM D: DECLARATION OF INTEREST**(MBD4)****1. No bid will be accepted from persons in the service of the state¹.**

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars:

.....

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

a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

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(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars:

.....

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

3.10.1 If yes, furnish particulars:

.....

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

3.11.1 If yes, furnish particulars:

.....

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

3.12.1 If yes, furnish particulars:

.....

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

3.13.1 If yes, furnish particulars:

.....

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

3.14.1 If yes, furnish particulars:

.....

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

| FULL NAME | IDENTITY NUMBER | STATE EMPLOYEE NUMBER |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

DECLARATION

I, the undersigned (name): certify that the Information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM E: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by completing and attaching to this form a **duly signed and dated original or copy of an authority of signatory on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

..... and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:**Certificate of Authority for Joint Ventures**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms , authorized signatory of the company..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORIZED SIGNATORY |
|--------------|---------|---|
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY
OF AN AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

FORM F: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**DETAILS OF TAX COMPLIANCE STATUS:**

| | |
|--------------------------|--|
| TAXPAYER NAME | |
| TRADING NAME | |
| TAX REFERENCE NUMBER (S) | |
| VAT | |
| PIN | |
| EXPIRY DATE | |

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached 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. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

FORM G: FINANCIAL REFERENCES**DETAILS OF BIDDER S BANKING INFORMATION****Notes to the bidder:**

1. The Bidder shall attach to this form a copy of a letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the Bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

| | | | | | | | | | |
|--|--|------------|--|-------------|--|--------------|--|---------------------|--|
| BANK NAME: | | | | | | | | | |
| ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i> | | | | | | | | | |
| ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i> | | | | | | | | | |
| ACCOUNT NO: | | | | | | | | | |
| ADDRESS OF BANK: | | | | | | | | | |
| CONTACT PERSON: | | | | | | | | | |
| TEL. NO. OF BANK / CONTACT: | | | | | | | | | |
| How long has this account been in existence: | (Tick which is appropriate) <table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table> | 0-6 months | | 7-12 months | | 13-24 months | | More than 24 months | |
| 0-6 months | | | | | | | | | |
| 7-12 months | | | | | | | | | |
| 13-24 months | | | | | | | | | |
| More than 24 months | | | | | | | | | |

Name of Bidder:

Date:

Signature:

Full name of signatory:

**ATTACH HERETO A STAMPED (eSTAMP) COPY OF A LETTER
FROM THE BANK TO THIS PAGE NOT OLDER THAN THREE (3)
MONTHS**

[illegible]

ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered all in the name(s) of the Director(s) **and** the Company on the declaration form attached hereto;
- With regards to the above, provide a municipal tax invoice in the name of the director and company **or**
- Attach a copy lease agreement along with the municipal utility account of the landlord whereby the company/director is leasing the property for its operation from/resident.

FORM I: PREFERENCE SCHEDULE

(MBD 6.1)

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, BIDDER S 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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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 To be completed by the organ of state:

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 Bidder 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.

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- 1.6 The organ of state reserves the right to require of a Bidder , 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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

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 Bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear that the 80/20 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 the 80/20 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 the 80/20 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 the 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to Bidder s: The Bidder must indicate how they claim points for each preference point system.

4.2.1. LOCALITY

| Locality of supplier | Number of Pointsfor Preference (80/20) |
|--|--|
| Within the boundaries of Tokologo Local Municipality | 10 |
| Within the boundaries of the Lejweleputswa District Municipality | 4 |
| Within the boundaries of the Free State | 2 |
| Outside the boundaries of the Free State | 1 |

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4.2.2. SPECIFIC GOALS

| Historically Disadvantaged individuals | 80/20 Preference Points | 90/10 Preference Points | Means of Verification |
|--|-------------------------|-------------------------|---|
| Black owned enterprise, Coloured or Indian | 4 | 2 | CSD Report and Certified Identification Document |
| Disabled Individuals | 2 | 1 | Certified copy of Doctor's certificate with medical practice number |
| Women owned Enterprises | 2 | 1 | CSD Report and Certified Identification Document |
| Youth owned Enterprises | 2 | 1 | CSD Report and Certified Identification Document |

1. DECLARATION

Bidders wishing to claim points for B-BBEE and Locality must **indicate their points claimed by circling both tables above and then complete the following section.**

1.1 SPECIF GOALS CLAIMED IN TERMS OF PARAGRAPHS 4.2.1 AND 4.2.2

SPECIFIC GOALS: _____ (maximum of 10)

1.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10)

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2. DECLARATION WITH REGARD TO COMPANY / FIRM

2.1 Name of company / firm: _____

2.2 Company registration number: _____

2.3 VAT registration number: _____

2.4 Type of company / firm:

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

2.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number:

TOKOLOGO LOCAL MUNICIPALITY

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:

- a) The information furnished is true and correct;
- b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the municipality that the claims are correct;
- d) 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 municipality 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 favorable arrangements due to such cancellation;
 - (d) recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any municipality 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 BIDDER (S)
.....

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

ATTACH CENTRAL SUPPLIER DATABASE (CSD) FULL REPORT

FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not 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

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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

FORM K: DECLARATION OF BIDDER 'S LITIGATION HISTORY

Does the Bidder have any litigation with which Bidder (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

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

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The Bidder shall list below details of any litigation with which the Bidder (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

| CLIENT | OTHER LITIGATING PARTY | DISPUTE | AWARD VALUE | DATE RESOLVED |
|--------|------------------------|---------|-------------|---------------|
| | | | | |

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM L:

PROOF OF REGISTRATION WITH PROFESSIONAL BODIES

FORM M: PROFESSIONAL INDEMNITY INSURANCE

AFFIX PROOF OF PUBLIC LIABILITY INSURANCE

FORM N: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5)

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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

YES / NO

.....

.....

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 towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

2.3 Has any contract been awarded to you by an organ of state during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of such a contract?

YES / NO

2.4 If yes, furnish particulars

.....

.....

TOKOLOGO LOCAL MUNICIPALITY

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

YES / NO

- 3.2 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RETURNABLES FOR EVALUATION PURPOSES

TOKOLOGO LOCAL MUNICIPALITY

FORM O: PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel whom he proposes to employ on the project should his Bid be accepted,

| No | Name | Qualification | Designation for the project tendered for |
|----|------|---------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

Provide two paged CV of Each key Personnel to be used in this project.

Each CV should give at least the following:

- Position in the firm and within the organization of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

TOKOLOGO LOCAL MUNICIPALITY

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

[illegible]

FORM Q: SCHEDULE OF CURRENT PROJECTS

This information is material to the award of the Contract.

[illegible]

TOKOLOGO LOCAL MUNICIPALITY

FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

| Description | Address | Owned / leased |
|-------------|---------|----------------|
| | | |
| | | |

2. Equipment

Provide information on equipment and resources that you have available for this project. (Include list of equipment relevant to the project and that will align to the evaluation criteria)

[illegible]

TOKOLOGO LOCAL MUNICIPALITY

3. Vehicles

Provide information on vehicles that you have available for this project.

| Description: | Number of units | Registration Number |
|--------------|-----------------|---------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

FORM S:

SCHEDULE OF PROPOSED SUB-CONTRACTORS

Are / Do you have sub-contractors? If

YES

NO

yes, complete the below

[illegible]

FORM T:**RECORD OF ADDENDA TO TENDER DOCUMENTS**

Was there an addendum issued?

☐ **YES**☐ **NO**

If yes, fill or attached the communication that you received.

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| | Date | Title of Details |
|--|-------------|-------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

An addendum is any official update issued by Tokologo Local Municipality after the tender has been advertised

TOKOLOGO LOCAL MUNICIPALITY



COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill of quantities

Part C3: Scope of Work

C3 Scope of Work

Part C4: General Conditions of contract

TOKOLOGO LOCAL MUNICIPALITY



AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

FORM C.1.1**FORM OF OFFER AND ACCEPTANCE****OFFER**

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

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

THE OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R.....(In figures).

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R.....(In figures).

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

Signature(s) _____

Name(s) _____

Capacity _____

For the Bidder _____

(Name and address of organization)

Name & Signature

Of Witness _____

Name

Date

TOKOLOGO LOCAL MUNICIPALITY

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five 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.

Signature(s) _____

Name(s) _____

Capacity _____

For the Bidder _____
(Name and address of organization)

Name & Signature

Of Witness _____
Name Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

| | |
|----------|----------------------|
| 1 | Subject _____ |
| | Details _____ |
| 2 | Subject _____ |
| | Details _____ |
| 3 | Subject _____ |
| | Details _____ |
| 4 | Subject _____ |
| | Details _____ |
| 5 | Subject _____ |
| | Details _____ |
| 6 | Subject _____ |
| | Details _____ |

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

TOKOLOGO LOCAL MUNICIPALITY

FOR THE BIDDER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature
Of Witness _____ Date _____

CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

| | Data |
|----|--|
| 1 | <p>The Name of the Employer is Tokologo Local Municipality</p> <p>The address of the Employer is: Corner of Voortrekker and Market Square, Boshof, 8034</p> <p>P O Box 437 Tokologo 1035 053 541 0014</p> |
| 2 | <p>The project is for the appointment a of service provider to compile and maintain the general valuation roll and supplementary valuation roll for financial years 1 July 2026 to 30 June 2031 as well as the supply of other valuations related services in compliance with the Local Government: Municipal Property Rates Act, (Act 6 of 2004)</p> |
| 3 | <p>The Period of Performance is as per signed letter of appointment and service level agreement.</p> |
| 4 | <p>The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.</p> |
| 5 | <p>The Service provision shall be completed as per letter of appointment.</p> |
| 6 | <p>The Service Provider shall provide the Public Liability Insurance for a cover to be negotiated with the Client (If applicable)</p> |
| 7 | <p>The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.</p> |
| 8 | <p>Copyright of document prepared for the project shall be vested with the Tokologo Local Municipality</p> |
| 9 | <p>Service Providers will be paid in accordance with the Tokologo Local Municipality Supply Chain Management Policy.</p> |
| 10 | <p>A Service Provider may not subcontract any work not approved by the employer the Tokologo Local Municipality</p> |
| 11 | <p>The Service Provider shall be subjected to penalty fees as detailed in 4.2 of scope of work should they fail to follow their programme without any valid reasons.</p> |

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

TOKOLOGO LOCAL MUNICIPALITY

| | |
|----|--|
| 1. | <p>The Service Provider is</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p> |
| 2 | <p>The authorized and designated representative of the</p> <p>Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address:</p> |

C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced per delivery of services, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
 2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
 3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
 4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
 5. **All rates and amounts must be completed by hand in black Ink.**
 6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
 7. Although the Bidder is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the Bidder.
 8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
 9. In the event of the Bidder failing to price any item it will be construed that the Bidder has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
 10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Bidder Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
-

TOKOLOGO LOCAL MUNICIPALITY

BILL OF QUANTITIES

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)

BILL OF QUANTITIES

| ITEM | DESCRIPTION | ESTIMATE QUANTITY | UNIT PRICE | AMOUNT EXCLUDING VAT |
|--|---|----------------------|---------------|-------------------------|
| 1.1 | Residential properties | 3549 | | |
| 1.2 | Industrial properties | 1 | | |
| 1.3 | Business properties | 153 | | |
| 1.4 | Agricultural properties | 1957 | | |
| 1.5 | Public service purpose (PSP) | 137 | | |
| 1.6 | Municipal properties | 4751 | | |
| 1.7 | Public service infrastructure (PSI) | 7 | | |
| 1.8 | Public Benefit Organizations (PBO) | 7 | | |
| 1.9 | Place of worship | 20 | | |
| 1.10 | Vacant Stands | 67 | | |
| 1.11 | Mining | 6 | | |
| 1.12 | Property build over more than one stand | 103 | | |
| 1.13 | Dikgalaope stands (refer 6.3 of the scope of work) Residential properties above includes this erfs) | 361 | | |
| SUB-TOTAL EXCL VAT | | | | |
| VAT 15% | | | | |
| TOTAL EXCL VAT | | | | |
| The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 1.13 | | | | |
| PRICES SHOULD BE INCLUDED ON THE FORM OF OFFER AND ACCEPTANCE FORM C.1.1 | | | | |

TOKOLOGO LOCAL MUNICIPALITY



COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR FINANCIAL YEARS 1 JULY 2026 TO 30 JUNE 2031 AS WELL AS THE SUPPLY OF OTHER VALUATIONS RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, (ACT 6 OF 2004)

SCOPE OF WORK

The Bidder will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period: 1 July 2026 to 30 June 2031. In addition to compiling the valuation roll the Bidder nominated persons will be required to assist municipality in:

1. Community Participation and Public awareness relating to the valuation and objection processes.
2. Attending to valuation enquiries on behalf of the municipality

Bidders nominated will be required to undertake the following functions/services:

3. Valuation of different categories of properties in terms of Section 8(2)
4. Compile valuations in terms of Section 7(1) and subject to the provision of Section 30(2), where applicable.
5. Compliance with the provisions of Section 30.
6. Compile the valuation rolls as at date of valuation in terms of Section 31.
7. Comply fully with Section 34 – Functions of Municipal Valuer.
8. Comply with Section 36 – Data collectors. Assume responsibility for their performance.
9. Comply with Section 37 – Delegation where applicable and if necessary
10. Comply with Section 39 – Qualification of Municipal valuers
11. Comply with Section 40 – Prescribed Declarations
12. Comply with Section 41 – Inspection of property within the defined days and time
13. Comply with Section 42 – Access to Information
14. Comply with Section 43 – Conduct of Valuers
15. Comply with Section 44 – Protection of Information
16. Comply with Section 45 – Valuation methodology
17. Comply with Section 46 – General basis of valuation
18. Comply with Section 47 – Sectional Title Schemes.
19. Comply with Section 48 – Content of valuation roll including any additional information that the municipality may require in terms of the tender.
20. Comply with Section 51 – Processing of objections, if so required by the municipality.
21. Comply with Section 52 (1)(3) – Compulsory review
22. Comply with Section 53 – Notification.
23. Comply with Section 69 – Decision of Valuation Appeal Board and Section 34 (f).

24. Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by the municipality.
25. Comply with Section 81 and 82 of the Act. Bidder (s)/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.

1. DEFINITIONS

| | |
|---------------------------|--|
| Date of Valuation: | shall mean the Date of Valuation as determined by municipality in terms of the Act; |
| Date of Draft Submission: | shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs; |
| Date of Final Submission: | shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s); |
| 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, deeds records, and/or any other information that is obtained and used in the fulfillment of this tender; |
| Data Ownership: | all data obtained, collected and/or utilized in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to Tokologo Local Municipality. Hard copies must be submitted to the municipality. Sketch plans of all improvement on property must be provided in an electronic format |
| Data Transfer: | All data utilised and/or collected by Bidder including that of the data capturers, will be transferred by the Bidder to the municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognized electronic format; |
| Consolidated properties: | Records of consolidated properties to be kept and cross references to the previous erf / farm numbers. E.g. erf 113 and 115 consolidated as erf 1175 with cross references at the old and new erf number. |
| Property Master File: | The property master file will contain all property records of the municipality relating the valuation roll whether registered or not at date of valuation. The tenderer will be required to record changes and the property master file on an ongoing basis after creation thereof. |

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

- Bidder will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000.
- In terms of the Promotion of Access to Information Act, Act 2 of 2000, municipality is obliged and compelled to provide certain information to the general public.
- The Bidder as part of his function in collecting data on behalf of the municipality will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000.
- Bidder will not be required to provide information obtained in terms of Section (42) of the Act that is of a confidential nature, unless required to do so in terms of Section (44) of the said Act.
- This directive should if possible be incorporated in the manual submitted in terms of the Promotion of Access to Information Act, Act 2 of 2000.
- Bidder will however be required to supply any information that is of a general nature appearing in the valuation rolls and available to the public in the format prescribed by the municipality and against payment if so required.

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

3. CONFIDENTIALITY

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

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

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

4. PENALTIES, DEFAULTS AND RETENTIONS

4.1 DEFAULTS

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

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

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

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

In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality. In all of the other events, the municipality will give Bidder 30 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice or advise.

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

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

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

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

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

4.2 PENALTIES

- 4.2.1. Delay in complying with stage 1 of the tender R1,000 per day until completion.
- 4.2.2. Delay in complying with stage 2 of the tender R1,000 per day until completion.
- 4.2.3. Delay in complying with stage 3 of the tender R1,000 per day until completion.
- 4.2.4. Delay in complying with stage 4 of the tender R1,000 per day until completion.
- 4.2.5. Delay in complying with stage 5 of the tender R1,000 per day until completion.
- 4.2.6. Delay in complying with stage 6 of the tender R1,000 per day until completion.
- 4.2.7. Delay in complying with stage 7 of the tender R1,000 per day until completion

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

4.3 RETENTION

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

5. INSURANCE

Bidder shall submit proof in terms of Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R 5,000,000.00 and Public Liability Insurance held by Bidder for a minimum value of R 5,000,000.00.

6. VALUATION SUMMARY

- 6.1 The tender requires a valuation roll to be compiled in terms of section 34(b) of the Act together with the compilation of annual supplementary valuation rolls.
- 6.2 The following is an approximate summary of the number of entries appearing in the current Valuation roll:

| CATEGORIES | Estimated number of properties |
|--|--------------------------------|
| Residential properties | 3549 |
| Industrial properties | 1 |
| Business properties | 153 |
| Agricultural properties | 1957 |
| Public service purpose (PSP) | 137 |
| Municipal properties | 4751 |
| Public service infrastructure (PSI) | 7 |
| Public Benefit Organizations (PBO) | 7 |
| Place of worship | 20 |
| Vacant Stands | 67 |
| Mining | 6 |
| Property build over more than one stand | 103 |
| TOTAL ESTIMATED NUMBER OF ENTRIES | 10758 |

Properties build over more than one stand must indicate the erf and portion numbers involved. Properties build over more than one erf must be valued pro rata so that each erf will reflect the value accordingly.

Example:

Erf 130 R 450,000.00 and erf 132 R 120,000.00. Take note that in some cases the main building (house) is on one erf and the other erf only have an outbuilding or garage on it.

Municipal properties estimate in above table includes vacant stands.

6.3 The Dikgalaope area in Dealesville need to be audited so that the correct erf numbers be implemented on the financial system. Currently the property erf numbers do not agree with the property address as it differs on the ground. The property numbers on the ground need to be aligned with the corresponding registered erf numbers according to the town map. Property erf numbers currently on the system indicate the property ground number instead of the erf number.

6.4 Bidder(s) shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Register will be made and compared to the above estimate. **The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 1.13 of Bill of quantities.**

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

7. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on an annual basis for the following periods:

1 July 2026 to 30 June 2027
1 July 2027 to 30 June 2028
1 July 2028 to 30 June 2029
1 July 2029 to 30 June 2030
1 July 2030 to 30 June 2031

Bidder will be required to submit a certified supplementary valuation roll by the 31st of May of each year.

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

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

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

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

8. OBJECTIONS

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

9. APPEALS

The Bidder must attend all hearings of the valuation appeal board hearings.

10. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

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

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

If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give Bidder 30 day's written notice setting out their findings and request Bidder to rectify such default, failing which municipality shall be entitled to cancel this tender without further notice. Bidder will be given the opportunity to explain to municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by Bidder. All data collected by Bidder in no matter what format is the property of municipality.

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

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

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

In all cases the following data will be applicable:

Area (e.g. Boshof, Seretse etc.)
Surveyor General code (SG code)
Erf number
Portion number
Sectional title and unit number
Name of owner (including part owners)
Titled deed numbers
Extent of erf
Valuation ward
Property Category
Type of use (refer table below)
Sub – Type of use (Town Hall, Police station, Water reservoir, etc. – see examples below)
Date of purchase (where available)
Multiple uses (if applicable)
Street name and address (where available)

| | Examples of Sub-type of use: | | | | | | | | |
|-------------------|------------------------------|-------------------|--------------|-------|----------------------|---------|-------|------------|------------|
| Type of use | Sub-type of use | | | | | | | | |
| Dwelling | House | House with flats | Town house | Flat | House with Tuck shop | | | Demolished | |
| Informal dwelling | Shanty | | | | | | | | |
| Out building | Garage | Out Building | | | | | | | |
| Industrial | Silo | Abattoir | | | | | | | |
| Business | Grocery shop | Tuck shop | Tavern | Co-Op | Police Station | Court | B & B | Lodge | Demolished |
| Farm | Livestock | Dairy | Horticulture | Mixed | Arable | Orchard | | | |
| Nature reserve | Game reserve | | | | | | | | |
| Office | Municipal office | | | | | | | | |
| Clinic | Clinic | | | | | | | | |
| Old age Home | Old age Home | Old age dwelling | Old age flat | | | | | | |
| Mining | Diamond | Gravel | Cement | | | | | | |
| Vacant | Vacant | | | | | | | | |
| Church | Church | Mission | | | | | | | |
| School | Primary | Secondary | Combined | | | | | | |
| Hospice | Hospice | | | | | | | | |
| Crèche | Regulated | Informal day care | | | | | | | |
| Museum | Museum | | | | | | | | |
| Library | Library | | | | | | | | |

11. UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE BIDDER WITH THE FOLLOWING DATA

1. Current Valuation Roll (where no valuation roll exists municipality to specify);
2. Copies of all Supplementary Valuation Rolls;

NOTE: Where the Municipality fails to provide the Bidder with any of the information it undertakes to do so in terms hereof resulting in delays being incurred in the supplementary valuation rolls, the Bidder will not be held liable for any such delays. The Bidder will however be held fully liable for any delays in the submission of supplementary valuations to the Municipality.

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

12. PRINTING AND BINDING OF ROLLS

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

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

Additional copies of the valuation roll and/or supplementary valuation roll will be as per request by the Municipality.

13. DATA BACK UP

The Bidder will be required to make sure data is save and backups are made to prevent the loss of data.

14. DATA TRANSFER

The Bidder must make sure that electronic data to be in a format accessible by the Municipality e.g. excel.

15. KEY TASK FUNCTION

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

Conditional upon award of tender:

| STAGE | DESCRIPTION | DEADLINE DATE | Guide lines |
|-------|---|----------------------------|----------------------------|
| | | | Type B Medium Municipality |
| 1. | Initial Date collection, deed Down load, existing valuation roll download, Municipal Valuation records or where no existing Valuation roll exists creation of property master | | 3 – 4 month |
| 2. | Obtaining of new data necessary to compile Valuations: Including inspections , data capture, etc. | | 8 – 12 month |
| 3. | Compiling of valuations | Continuously | 4 months |
| 4. | Internal monitoring of valuations including accuracy of a data | | 1 – 2 months |
| 5. | Submission of draft roll | | |
| 6. | Corrections and submission of certified roll and reconciliation between existing valuation records of municipality | 1 – 2 months 31-01-2026 | 2 – 4 weeks |
| 7. | Objections process as per Act | 30-04-2026 | |
| 8. | Valuation appeal board hearing | 30-07-2026 | |
| 9. | Attending to all valuation enquiries | Continuously | |
| 10. | Submission of all data or copies thereof to the Municipality & issuing of final delivery certificates | 30-06-2026 | |

16. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

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

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

17. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll (if compiled)
- All supplementary valuation rolls

Bulk Deeds download.

Stage 2: DATA COLLECTION:

Includes: -

Inspections, obtaining relevant data applicable to specific property types, i.e. categories, sub categories etc.

Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

Stage 4: INTERNAL MONITORING OF VALUATIONS:

Basis on which the initial roll has been internally monitored must be made available to the municipality or its appointed monitors.

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

Stage 5: SUBMISSION OF DRAFT ROLL:

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

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

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

All draft valuation rolls submitted may be subjected to external monitoring by the municipality.

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

Stage 7: OBJECTION PROCESS:

Bidder will be obliged to attend to the following:

Receive objections in terms of section 50(5)

Comply with section 51 and where section 52(1) is applicable comply with section 52(a) Comply with section 53(1) and 53 (3)

Stage 8: VALUATION APPEALS BOARD HEARINGS:

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

Stage 9: ATTENDING TO ALL VALUATION ENQUIRIES:

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

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

Bidder (s) 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, Bidder shall issue a signed declaration that he has transferred copies of all data in either electronic or hard copy format to municipality and will continue to do so at monthly intervals thereafter.

18. PUBLIC PARTICIPATION AND AWARENESS:

Bidder (s) may be required to attend meetings in regard to the rating policy as well as being involved in public awareness relating to the valuation process. Bidder (s) 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.

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

19. METHODS OF PAYMENT:

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

| STAGE NO | DESCRIPTION | % PAYMENT | PAYABLE ON COMPLETION | PAYABLE IN MONTHLY PAYMENTS |
|----------|---|-----------|--------------------------|-----------------------------|
| 1. | Commencement phase | 10% | <input type="checkbox"/> | |
| 2. | Data collection | 30% | <input type="checkbox"/> | |
| 3. | Valuation compilation | 20% | <input type="checkbox"/> | |
| 4. | Internal monitoring | - | <input type="checkbox"/> | |
| 5. | Submission Draft Roll | 5% | <input type="checkbox"/> | |
| 6. | Submission of certified roll | 5% | <input type="checkbox"/> | |
| 7. | Objection process and completion of reasons | 10% | <input type="checkbox"/> | |

| | | | | |
|----|--|-------------|--------------------------|--|
| 8. | Valuation appeal board hearing | 10% | <input type="checkbox"/> | 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. |
| 9. | Submission of data to municipality and issue by municipality of final delivery certificate | 10% | <input type="checkbox"/> | |
| | | 100% | <input type="checkbox"/> | |

20. SCHEDULE OF FEES

The Bill of Quantities must be completed by the Bidder and will be read as the Bidder (s) fee proposal in terms of this tender as well as the FORM OF OFFER (C1.1).

SCHEDULE 1 (A)

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

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

FULL NAMES

I.D NUMBER

PROFESSIONAL QUALIFICATION

PROFESSIONAL REGISTRATION

(Attach certified copy of certificate)

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

.....

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

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|----------------------------|---------------------|------------------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

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

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

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 20_

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER _____

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at _____ on theday of 20____

Justice of Peace/Commissioner of Oaths _____

**TO BE STAMPED
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
(Attach certified copy of certificate)

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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|-------------------------|------------------|---------------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD HEARINGS

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

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

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

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 20 _____

SIGNATURE: NOMINATED PERSON AS SUBSTITUTE MUNICIPAL VALUER _____

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at _____ on theday of20_____

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
(Attach certified copy of certificate)

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

.....
.....

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

.....
.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
|----------------------|--------------------------|---------------------------|-----------|----------------|
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

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

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

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
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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? |
|----------------------|---------------------|-------------------|-----------------|---------------|-----------------------------------|---|
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I, the undersigned _____do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 20_____

SIGNATURE: ASSISTANT NOMINATED MUNICIPAL VALUER NO. 1

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at _____ on theday of20_____

Justice of Peace/Commissioner of Oaths _____

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

SCHEDULE 2(B)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO
(Attach certified copy of certificate)

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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
|----------------------|--------------------------|---------------------------|-----------|----------------|
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

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

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

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
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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? |
|----------------------|---------------------|-------------------|-----------------|---------------|-----------------------------------|---|
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I, the undersigned _____

do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

the content and implication of all such conditions.

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

Signed by me at _____ this _____ day _____ 20_____

SIGNATURE: ASSISTANT NOMINATED MUNICIPAL VALUER NO. 2 _____

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at _____ on theday of20_____

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.

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.....

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

.....

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WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
|----------------------|--------------------------|---------------------------|-----------|----------------|
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

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

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

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
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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? |
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I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.

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

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

Signed by me at _____ this ____ day _____ 20_____

SIGNATURE: _____

ASSISTANT NOMINATED MUNICIPAL VALUER NO. 3

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at _____ on theday of20_____

Justice of Peace/Commissioner of Oaths _____

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

SCHEDULE 2(D)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
|----------------------|--------------------------|---------------------------|-----------|----------------|
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring Specific skills, i.e. airport, mines, quarries, etc.

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

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

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
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VALUATION APPEAL BOARD HEARINGS

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| 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? |
|----------------------|---------------------|-------------------|-----------------|---------------|-----------------------------------|---|
| | | | | | | |
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I, The undersigned _____

do hereby make oath and say that:

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

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

Signed by me at _____ this _____ day _____ 20_____

SIGNATURE: ASSISTANT NOMINATED MUNICIPAL VALUER NO. 4 _____

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at _____ on theday of.....20_____

Justice of Peace/Commissioner of Oaths _____

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

SCHEDULE 3

HUMAN RESOURCES

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

Schedule 5 must be accompanied by a human resources organogram of Bidder and nominated person/s

| NAME OF PERSON | EXPERIENCE | YEARS OF EXPERIENCE | FULLTIME OR PART TIME ON PROJECT | PROFESSIONAL QUALIFICATIONS |
|----------------|------------|---------------------|----------------------------------|-----------------------------|
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SCHEDULE 4

PROJECT WORK PLAN

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

Work definition

Work flow Timelines

Deadlines per Tender (which may not be altered)

Note the above schedule will together with the key Task Functions under paragraph 18 hereof become the basis on which the municipality will monitor the Bidder (s) progress and municipality shall be entitled to take action against Bidder if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the Bidder and enforce time frames or deadlines as provided under paragraph 7 hereof. Bidder to include hereunder a workflow diagram or chart illustrating his understanding of the entire valuation process necessary to compile valuations referred to in this tender.

SCHEDULE 7

STATEMENT OF ADDITIONAL SERVICES THAT BIDDER WILL PROVIDE

Bidder should indicate under **Schedule 7** any item and/or additional service that will be included in the tender.

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

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

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

SCHEDULE 8

PUBLIC AWARENESS POLICY

The Bidder will be required to fulfil the following requirements:

14.1 Arrange 5 public awareness workshops to councilors, officials, ward committee, etc

14.2 Comment on press releases and issue press releases if required by the Municipality.

14.3 Have a representative available to assist any enquiries during the objection period.

SCHEDULE 9

WORK IN THE COURSE OF BEING AWARDED THE TENDER, NOMINATED MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

The Tender is required to fully disclose all tenders that have been tendered for by the Bidder, nominated municipal valuer .Bidder will be required to set out in full what capacity he has in terms of human and I.T resources should such tenders be awarded to him.

Bidder is to indicate clearly how the award of any or all of such pending tenders will impact on the Bidder's ability to comply with the requirements of this tender.

PART A

VALUATION ROLL APPOINTMENTS BIDDER FOR:

| TENDER NO. | NAME OF MUNICIPALITY | CLOSING DATE | NO. OF PROPERTIES |
|-------------------|-----------------------------|---------------------|------------------------------|
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PART B

BIDDER, NOMINATED MUNICIPAL VALUER AND/OR NOMINATED ASSISTANT MUNICIPAL VALUER IS TO DECLARE ALL TENDERS AWARDED FOR THE COMPILATION OF VALUATION ROLLS

SINCE 1 January 2006:

| TENDER NO. | NAME OF MUNICIPALITY | SUBMISSION DATE | NO. OF PROPERTIES |
|------------|----------------------|-----------------|-------------------|
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Signature

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Date

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Position

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Name of Bidder

General Conditions of Contract

| | |
|-----------------------|---|
| 1. Definitions | <p>1.The following terms shall be interpreted as indicated:</p> <p>1.1“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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 transactional recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.6“Day” means calendar day.</p> <p>1.7“Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.8“Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.9“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.10"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.</p> <p>1.11“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.</p> <p>1.12“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.</p> <p>1.13“GCC” means the General Conditions of Contract.</p> <p>1.14“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.15“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</p> |
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| | <p>handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.16“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.17“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.18“Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.19“Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.20“Purchaser” means the organization purchasing the goods.</p> <p>1.21“Republic” means the Republic of South Africa.</p> <p>1.22“SCC” means the Special Conditions of Contract.</p> <p>1.23“Services” means those functional services ancillaries 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 6 obligations of the supplier covered under the contract.</p> <p>1.24. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p> |
| 2.Application | <p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply</p> |
| 3. General | <p>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.</p> <p>3.2. Invitations to bid are usually published in e-tender portal and the Municipal website</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5.Use of contract document and information inspection | <p>5.1. The provider shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The provider 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.</p> <p>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</p> |

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| | <p>5.4. The provider shall permit the purchaser to inspect the Provider's records relating to the performance of the Provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser</p> <p>6.2 When a provider developed a 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</p> |
| 7. Performance Security | <p>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.</p> <p>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.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p> |
| 8. Inspections, test and analyses | <p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to</p> |

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| | <p>substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p> |
| 9.Packing | <p>9.1 The provider 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.</p> <p>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, ordered by the purchaser.</p> |
| 10.Delivery and documents | <p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract</p> |
| 11.Insurance | <p>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</p> |
| 12.Transportation | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified</p> |
| 13. Incidental services | <p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (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. <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p> |
| 14.Spare Parts | <p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider :</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the provider 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: <ul style="list-style-type: none"> (a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and |

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| | (i) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| 15.Warranty | <p>15.1 The provider 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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, 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.</p> |
| 16.Payment | <p>16.1 The method and conditions of payment to be made to the provider under this contract.</p> <p>16.2 The provider 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.</p> <p>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 provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p> |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized as the case may be. |
| 18.Increase/decrease of qualities | 18.1 In cases where the estimated value of the envisaged changes in purchases does not exceed 15% of the total value of the original contract, the contract may be instructed to deliver the revise quantities. The exception of any price adjustment authorize or in the purchaser's request for bid validity extensions, as the case may be |
| 19. Contract amendments | 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned |
| 20. Assignment | 20.1 The provider shall notify the purchaser in writing of all subcontract awarded under these contracts if not already specified in the bid. Such notification in the original bid or later, shall not relieve the provider from any liability or obligation under the contract |
| 21. Subcontract | 21.1 The provider shall notify the purchaser in writing of all subcontract awarded under these contract if not already specified in the bid. Such notification in the original bid or later shall not relieve the provider from any liability or obligation under the contract |
| 22.Delays in the supplier's performance | <p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider 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</p> |

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| | <p>for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>22.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>22.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>22.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the</p> <p>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.</p> |
| 23. Penalties | <p>23.1 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.</p> |
| 24. Termination for default | <p>24.1 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:</p> <ul style="list-style-type: none"> (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 22.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract <p>24.2 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.</p> <p>24.3 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.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any 12-person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the provider</p> <p>24.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> |

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| | <ul style="list-style-type: none"> 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 reason for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 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</p> |
| 25. Anti-dumping and countervailing duties and rights | <p>25.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p> |
| 26. Force Majeure | <p>26.1 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</p> <p>26.2 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.</p> |
| 27. Termination for insolvency | <p>27.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the provider 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.</p> |
| 28. Settlement of Disputes | <p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.</p> <p>28.2 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.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 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 provider any monies due the provider for goods delivered and/or services rendered according to the prescripts of the contract</p> |
| 29. Limitation of liability | <p>29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> |

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| | <p>(a) the provider 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</p> <p>(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.</p> |
| 30. Governing Language | 30.1 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. |
| 31. Applicable law | 31.1 The contract shall be interpreted in accordance with South African laws, unless specified otherwise |
| 32. Notices | <p>32.1 Every written acceptance of a bid shall be posted to the provider 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</p> <p>32.2 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.</p> |
| 33. Taxes and duties | <p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p> |
| 34. Transfers of contracts | 34.1 The contractor shall not abandon, transfer assign or sublet a contract or part thereof without the written permission of the purchaser |
| 35. Amendment of contracts | 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any forces unless such agreement to amend or vary is entered into winning 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 |