



NOTICE NO: 18/2022	
COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS STARTING 1 JULY 2022 TO 30 JUNE 2025	
An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved a in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.	
A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on the 01 March 2022 @ 12h00 . A request to attend or join the virtual clarification session MUST be sent to tenders@kouga.gov.za and copied to sdaniels@kouga.gov.za before the 28 February 2022 at 16:15 . Any RSVP or show of interest, received after the 28 February 2022, 16:15 will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered. <i>(Detail of this is in the tender document)</i>	
CLOSING DATE:	22 MARCH 2022 @ 12:00
Location for Submission of Bid	Tender Box, 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122
Name of tendering firm:	
Contact Person (<i>Full Names</i>):	
Tel No.:	Cell No.:
Fax No.:	
E-mail:	
Supplier Database No.:	CSD No.:
Signature of Tenderer:	
Issued By: KOUGA LOCAL MUNICIPALITY	
PO Box 21	
JEFFREYS BAY, 6330	
Contact Person: Ms. S. Daniels email: tenders@kouga.gov.za copy sdaniels@kouga.gov.za	

NB: THIS TENDER WILL BE EVALUATED ON THE 90/10 POINT SCORING SYSTEM

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PLEASE TAKE NOTE OF ALL LISTED INSTRUCTIONS AND COMMENT

- NB: PLEASE ENSURE THAT YOU FAMILIARIZE YOURSELF WITH THE COMPLETE DOCUMENT AND SIGN ALL PAGES WHERE IT IS REQUIRED TO DO SO. ALL DOCUMENTATION MUST BE ORIGINALLY SIGNED IN BLACK INK (COPIES OF SIGNARTORIES WILL NOT BE ACCEPTED)
- FAILURE TO FULLY COMPLETE THE COMPULSORY MUNICIPAL BIDDING DOCUMENTS WILL RESULT IN THE TENDER BEING CLASSIFIED AS NON-RESPONSIVE.
- THE NATIONAL TREASURY CENTRAL DATABASE AND TAX COMPLIANCE WILL BE VERIFIED ON DAY OF EVALUATING ANY TENDER. IN INSTANCES OF NON-COMPLIANCE BIDS WILL BE DECLARED NON-RESPONSIVE. (Subject to MFMA Circular 90)
- TENDER DOCUMENTATION IS AVAILABLE ON E-TENDER AND AN ELECTRONIC COPY MAY BE REQUESTED FROM THE SUPPLY CHAIN OFFICE. A NON- REFUNDABLE FEE WILL BE CHARGED FOR ANY PRINTED DOCUMENT AND IS AVAILABLE FROM THE REGISTRY SECTION AT 33 DA GAMA ROAD, JEFFREYS BAY.
- PLEASE BE ADVISED THAT A COPY OF A CERTIFIED COPY DOES NOT CONSTITUTE A CERTIFIED COPY.
- DO NOT USE CORRECTION FLUID IN THE DOCUMENT. IF ANY MISTAKES ARE MADE, PLEASE DRAW A LINE THROUGH IT AND INITIAL NEXT TO IT.
- DOCUMENT TO BE COMPLETED IN INK. DOCUMENTATION COMPLETED IN PENCIL WILL NOT BE CONSIDERED.
- THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITHIN THE TIME SPECIFIED IN THE REQUEST. **FAILURE TO COMPLY WILL RESULT IN NON-ACCEPTANCE OF THE TENDER.THESE DOCUMENTS MAY BE REQUESTED AS SUPPORT TO THE CONTRACT FILE DOCUMENTATION FOR EVALUATION PURPOSES.**
 1. National Treasury Central Database Summary Report
 2. Business Registration Documents/ Formal Registration Documentation/ JV Agreements/Consortia/ Partnerships and Trust's – Applicable to all entities (ie. Companies, Public & Private Entities, Partnerships and Joint Ventures). CM9/ Name Change Document will not suffice as Proof of Business Registration.
 3. A copy of a valid SARS Tax Clearance Certificate and Tax Compliance Pin number for all entities and all partners of Joint Venture)
 4. Certified ID copies.
 5. Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation to be submitted
 6. Audited financial Statements for the last 3 financial years
 7. Any Special Conditions of Contract Documentation- Must be submitted as set out in tender contract or upon request.

PERSONAL DETAILS OF THE TENDERER

PLEASE PROVIDE THE FOLLOWING DETAILS:

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY					
BID NUMBER:	18/2022	CLOSING DATE:	22 March 2022	CLOSING TIME:	12:00
DESCRIPTION	<u>COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS STARTING 1 JULY 2022 TO 30 JUNE 2025</u>				
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:

Kouga Local Municipality:					
21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance)					
Jeffreys Bay					
6330					
Room 122					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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	Supply Chain Office	CONTACT PERSON	S. Daniels
CONTACT PERSON		TELEPHONE NUMBER	042 200 2200
TELEPHONE NUMBER	042 200 2200	FACSIMILE NUMBER	
FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@kouga.gov.za	E-MAIL ADDRESS	sdaniels@kouga.gov.za

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

- | | |
|---|--|
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

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

CERTIFICATION:

I declare that the information in this annexure is true and correct in all respects.

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:

NATIONAL TREASURY – GENERAL CONDITIONS OF CONTRACT**TABLE OF CLAUSES**

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of Origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Days" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination

indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchasers request for bid validity extension, as the case may be. See paragraph 1, page 22.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the suppliers performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the suppliers time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the suppliers point of supply is not situated at or near the place where the supplies are required, or the suppliers services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the suppliers expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

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

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

case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 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.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

KOUGA LOCAL MUNICIPALITY (EC108)**DIRECTORATE: FINANCE****NOTICE NO: 18/2022****COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS STARTING 1 JULY 2022 TO 30 JUNE 2025**

Prospective Service Providers are hereby invited to submit tenders for the Compilation of the Valuation Roll and Supplementary Valuation Rolls and Maintenance thereof for the financial years starting 1 July 2022 to 30 June 2025 for Kouga Local Municipality.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from Thursday, 17 February 2022. After downloading the tender document from the website each prospective bidder, **MUST** email their contact details to tenders@kouga.gov.za and copied to sdaniels@kouga.gov.za.

A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on the **01 March 2022 @ 12h00**. A request to attend or join the virtual clarification session **MUST** be sent to tenders@kouga.gov.za and copied to sdaniels@kouga.gov.za before the **28 February 2022 at 16:15**. Any RSVP or show of interest, received after the **28 February 2022, 16:15** will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered. *(Detail of this is in the tender document)*

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80/20 point scoring system.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved a in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **A minimum functional assessment score of 75% will be apply to this tender.**
- The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold where applicable will be applied.
- A valid SARS Tax Clearance Certificate and the Tax compliance Status pin to be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- In order to claim Preference points a valid originally or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed on the DTI format must be submitted to validate the claim.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 120 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to sdaniels@kouga.gov.za.

Completed documents in a sealed envelope endorsed "**NOTICE NO: 18/2022: "COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS STARTING 1 JULY 2022 TO 30 JUNE 2025"**", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **TUESDAY, 22 MARCH 2022 at 12:00.**

CONDITIONS OF TENDER

1. PRICES

- All prices tendered and all deposits or payments made shall be in the currency of the Republic of South Africa.
- Prices should remain fixed for the period of the Tender. Should the successful Tenderer wish to alter any Tender price during the currency of the Tender period bidder can only do so **twelve months after award has been made and thereafter once annually**, the Municipality reserve the right to:
 - Accept the amended price provided that one (1) month written notice was given to the Municipality; or
 - Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.
 - Tenderers shall state the time of delivery in days from date of the official order by the Municipality and all tendered prices are to include VAT as well as costs of delivery to the various localities in Kouga Local Municipality
 - as may be indicated by the Kouga Local Municipality.
 - All prices tendered shall be VAT included.
 - Rates inserted should be applicable from date of appointment. The applicable measure for escalation shall apply. Proof to be provided for any request for increase.

2. LAYOUT

This tender document is divided into several sections. Please read through all the sections. In particular, the Conditions of Tender are most important, as they contain several new clauses in the light of the procurement policy and please take note of the conditions of tender and the list of required documents to be handed in, seeing that non adherence to these requirements can lead to non-responsiveness of tender.

3. SUBMISSION

Please read through carefully the Conditions of Tender, which deals with submission of tender. Your completed tender document must be placed in a sealed envelope, and the contract number and name of the contract written clearly on the outside. The envelope must be deposited, In accordance with the instructions in the Tender Advertisement. It is the Service Provider's responsibility to ensure that their bid is deposited in the correct tender box. No bid document delivered at any other venue or tender box than the mentioned one will be considered.

4. SCOPE OF CONTRACT

Compilation of the Valuation Roll and Supplementary Valuation Rolls and Maintenance thereof for the financial years starting 1 July 2022 to 30 June 2025 for Kouga Local Municipality.

5. VALIDITY OF TENDER

Tenders shall remain valid for acceptance for a period of 120 days.

6. ACQUAINTANCE WITH TENDER DOCUMENTS

By submission of a tender, the Tenderer will be deemed to have acquainted himself fully with the tender documents, local requirements and the laws prior to pricing and submission of tender.

7. TENDER EXPENSES

The Council will not be responsible for any expense incurred by the tenderer in submitting a tender.

8. UNCONDITIONAL DISCOUNT

The quoted prices can be subject to an unconditional discount. Tenderers must state on the Schedule of Prices the percentage of unconditional discount they are offering.

9. OTHER SUPPLIERS

Should the tenderer after acceptance of his tender for any reason whatsoever not be able to provide or deliver the service to the Municipality within the reasonable specified time, the Municipality reserves the right to obtain goods from any other source or tenderer, in which case the tenderer will be liable for any additional costs incurred in case of a difference in price.

10. SURCHARGE IN RESPECT OF FALSE DISCLOSURE

Should the information submitted by the tenderer with his/her tender for the purpose of being allocated equity preference points, be found, during the currency of the contract, to be false, then the tenderer shall be liable to pay to the Employer the additional costs incurred by the Employer as the result of the Employer awarding the contract to the tenderer on the basis of the information submitted.

The additional cost shall be the difference between the sum tendered by the tenderer and the sum tendered by the tenderer who would have been awarded the tender, had the tenderer not submitted the false information.

11. B-BBEE

Refer to new legislation, circulars and codes regarding B-BBEE. Sworn Affidavit can be submitted in the format as indicated on page 49 of this document for QSE's and EME's.

12. CORRESPONDENCE

An active email address must be provided. All correspondence and request for information with bidder will be sent to this email address as provided on page five (5). If not submitted within the specified timeframe of the request, bid may be declared non-responsive.

14. CONTRACT PERIOD

For the financial years starting 1 July 2022 to 30 June 2025.

Signed	Date	Name (block letters)	Capacity in firm

KOUGA MUNICIPALITY	
TENDER SPECIFICATIONS	
Tender Number:	18/2022
Tender Description:	THE COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2022 TO 30 JUNE 2025.
1. BACKGROUND	
1.1. The KOUGA Municipality invites bids from experienced and suitably qualified valuers for THE COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2022 TO 30 JUNE 2025.	
2. CURRENT STATE	
2.1. The Municipality extended the appointment of the current valuer by way of deviation for the compilation and maintenance of the supplementary valuations for the period 1 July 2021 to 30 June 2023. 2.2. The Municipality does not have a valuer to compile a general valuation roll and needs to appoint a valuer for the required service. 2.3. The date of valuation as determined by the municipality in terms of the Local Government: Municipal Property Rates Act No.6 of 2006, is 1 July 2022.	
3. SCOPE OF WORK	
3.1. The KOUGA Municipality invites bids from experienced and suitably qualified valuers for THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2022 TO 30 JUNE 2025 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004), for all areas within its area of jurisdiction including all sectional title schemes. 3.2. Tenders are invited from experienced and suitably qualified Tenderer(s) to compile and maintain valuation roll/s and supplementary valuation rolls. 3.3. Tenderer(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period 1 July 2022 to 30 June 2025. 3.4. The service provider will be appointed from 01 July 2022 for a period of 3 financial years. 3.5. In addition to compiling the said valuation rolls, the successful bidder / nominated person/s may be required to assist municipality in:- (1) The revision of the Rates Policy in terms of the Act in regard to valuation matters. (2) Community Participation and Public Awareness relating to the valuation and objection process. (3) Attending to Valuation Enquiries on behalf of the municipality. (4) Perform ad-hoc valuations as required by the municipality to determine the market related value for the purpose of disposal or rental in accordance with the requirements of the Municipal Asset Transfer Regulations. (5) Perform valuations to determine market related rental for municipal property to be let on short or long term basis.	

3.6. Tenderer will be required to comply with the requirements of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof.	
4. APPLICABLE LEGISLATION & POLICIES	
4.1. Municipal Finance Management Act, 56 of 2003 4.2. Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) 4.3. Preferential Procurement Policy Framework Act 4.4. Promotion of Access to Information Act, Act 2 of 2000 4.5. Local Government: Municipal Property Rates Regulations 4.6. Supply Chain Management (SCM) Regulations 4.7. Preferential Procurement Regulations, 2011 4.8. KOUGA Municipality Supply Chain Management Policy Incorporating Preferential Procurement	
5. APPLICABLE STANDARDS AND SPECIFICATIONS	
5.1. No Additional Standards	
6. DEFINITIONS	
6.1. Date of Valuation:	shall mean the Date of Valuation as determined by municipality in terms of the Act- 1 JULY 2022
6.2. 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;
6.3. Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);
6.4. Specialised Properties:	Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties: • Quarries • Provincial and/or State buildings such as Courts, Prisons etc.
6.5. Data and Information:	includes valuations, calculations, spread sheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;
6.6. Data Ownership:	all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;
6.7. Data Transfer:	all data utilised and/or collected by the Tenderer including that of the data capturers, will be transferred by the Tenderer to the

	municipality as and when requested, in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format which reconciles with any hardcopy information supplied.
7. PRE-QUALIFICATION CRITERIA	
7.1.	Bidders must comply with the following conditions of tender and must submit supporting proof, failure to comply will eliminate bidders from further evaluation. 7.1.1. The nominated valuer and assistant valuers must be registered as Professional Valuers or Professional Associated Valuers in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000). 7.1.2. The nominated valuers must all have a valid certificate from the South African Council for the Property Valuers Profession. A certified copy of the original certificate must be submitted with the tender document. 7.1.3. The tenderer must fully complete all the attached required schedules (1-5). This include required signatures and certification by Commissioner of Oath. 7.1.4. The Bidder must have Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 million. Proof of which must be submitted with the tender document. 7.1.5. The Bidder must have Public Liability Insurance for a minimum value of R5 million. Proof of which must be submitted with the tender document.
8. GENERAL SPECIFICATIONS	
8.1.	The valuation process generates a substantial percentage of municipality's income and therefore the municipality could suffer significant detriment, if the valuation services provided are not accurate.
8.2.	There is also a significant customer service focus associated with the valuation process that impacts on the municipality's image.
8.3.	The successful Tenderer(s) must commit themselves to strict confidentiality both during and after the valuation task.
8.4.	Tenderer(s) must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the Tenderer must advise municipality accordingly. To adhere to this requirement, the successful Tenderer must comply with Section 43 (5) of the Act.
8.5.	Tenderer(s) will be required to prepare a project plan in terms of Schedule 5 and to adhere to the time schedules detailed therein as well as the planned schedules set-out in paragraph 12 and 14 of this document.
8.6.	Municipality will provide the Tenderer with certain data as detailed.
8.7.	Any further data or information required to fulfil the requirements of the Act and the specific requirements of the municipality shall be for the sole account and responsibility of the Tenderer.
8.8.	The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the form of tender and the annexures (where applicable).
8.9.	Tenders may only be submitted on the official tender document. The tender documents must be fully completed and signed.
8.10.	The Municipality is not bound to accept the lowest or any tender and reserve the right to accept any tender either wholly or a part thereof. The Municipality reserves the right to accept alternative tenders.
9. VALUATION SUMMARY	
9.1.	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.

9.2. The following is an approximate summary of the number of entries appearing in the current Valuation roll:	
DESCRIPTION	ESTIMATED NO OF ENTRIES
9.2.1. Commercial	1 074
9.2.2. Commercial Vacant	91
9.2.3. Agricultural	2 283
9.2.4. Industrial	296
9.2.5. Industrial-Vacant	26
9.2.6. Municipal	4 141
9.2.7. Public Benefit Organisations	65
9.2.8. Private Open Space	268
9.2.9. Place of Worship	93
9.2.10. Public Service Infrastructure	272
9.2.11. Private Town Properties	2 930
9.2.12. Residential	12 831
9.2.13. Formal / Informal Settlements	7 023
9.2.14. State	507
9.2.15. Residential - Vacant	3 642
9.2.16. Nature Reserve	58
9.2.17. Agricultural Industrial	31
9.2.18. Agricultural Residential	54
TOTAL ESTIMATED NUMBER OF ENTRIES	35,685
9.3. Tenderer(s) shall base their tender on the estimated number of entries above.	
10. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY	
10.1. UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE TENDERER WITH THE FOLLOWING DATA:	
1. <u>Current Valuation Roll;</u> 2. <u>Copies of all Supplementary Valuation Rolls;</u> 3. <u>Other available data such as valuation records etc.</u>	
10.2. ADDITIONAL INFORMATION:	

The Municipality will specify which of the following data relating to compilation of the valuation and supplementary rolls it will make available to Tenderer and what data it requires Tenderer to obtain at their cost.			
#	FUNCTION	MUNICIPALITY TO PROVIDE (If Available)	TENDERER TO PROVIDE/OBTAIN (Compulsory)
1.	Building plans Note: Plans must be inspected and scanned on-site to minimize the risk of lost building plans	Yes	Tenderer may make use of aerial photography as an additional tool however it is compulsory that the tenderer physically inspects each property.
2.	Bulk deeds download at commencement date		Yes
3.	Cadastral		Yes
4.	Copies of offers received to purchase and/or lease Municipal properties	Yes	
5.	Copies of sales/rental agreements relating to properties sold by municipality whether registered or not	Yes	
6.	Copies of consent use applications received, approved or declined	Yes	
7.	Copies of township applications, rezonings, consolidations, notarial ties submitted to municipality	Yes	
8.	Copies of approvals and/or rejections by municipality of the above	Yes	
9.	Copies of policy decisions relating to immovable property within municipality	Yes	
10.	Monthly Deeds downloads		Yes
11.	Occupation Certificates where available	Yes	
12.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	Yes	
13.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	Yes	
14.	Town planning scheme	Yes	

15.	As- is site plans (field sheets) compiled by Valuer during inspection (soft- and hard copy)		Yes
16.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register: • Copy of Proclamation Notice • Amendment Scheme • Service Agreement • And any other relevant information	Yes	
17.	Notices appearing in government/provincial gazettes relating to properties within the municipality	Yes	
18.	Copies of annual reviewed rates policy	Yes	
10.3.	The Municipality will not provide aerial photography and/or satellite imagery and will not refund any costs that a tenderer might incur by obtaining these aids.		
10.4.	The cost of aerial photography and/or satellite imagery must be included in the total tender amount should the bidder choose to make use of such aids.		
10.5.	Where the municipality fails to provide the Tenderer with any of the information it undertakes to do so in terms hereof resulting in delays being incurred in the compilation of the valuation and/or the supplementary valuation rolls, the Tenderer will not be held liable for any such delays.		
10.6.	The Tenderer will however be held fully liable for any delays in the submission of supplementary valuations to the municipality when the requested data has been supplied.		
10.7.	Where the municipality are not fulfilling their obligations in terms of this paragraph Tenderer will advise the Municipal Manager of such default and request that the default of municipality be rectified by them.		
11. KEY TASK FUNCTIONS			
11.1. Tenderer will be required to follow the stages set out below and adhere to the following deadlines:			
STAGE	DESCRIPTION		DEADLINE DATE
1	Initial Data collection, deeds download, existing valuation roll download.		04-07-2022
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.		02-10-2022
3	Compiling of valuations.		01-12-2022
4	Submission of draft roll.		06-01-2023
5	Internal Monitoring of Valuations		06-01-2023 till 05-02-2023

6	Correction of Draft Roll and Submission of the certified General Valuation Roll to the Municipal Manager	06-03-2023
7	Objections process as per Act and Public Awareness – Closing of objection period.	28-04-2023
8	Handling / Processing of objections.	02 -05-2023 till 31-05-2023
9	Submission of all electronic data or copies thereof to municipality.	30-06-2023
10	Appeal Period	05-06-2023 till 14-07-2023
	IMPLEMENTATION	01 JULY 2023
11	Valuation Appeal Board Hearing	18-09-2023
12. GUIDELINES OF WHAT IS REQUIRED AT EACH STAGE:		
12.1. Accurate data collection is critical during the duration of the entire contract. Tenderer will have to ensure that data collected can be monitored by municipality and verified. Critical data that has a direct effect on valuations i.e. size, zoning, values etc. must be able to be fully audited by way of an acceptable audit trail. 12.2. 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. 12.3. Failure to meet the deadlines in regard to the submissions of draft and certified valuation rolls will result in delays in the finalisation of the annual rates policy, which will ultimately affect the determination of the rates structure of the municipality 12.4. 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. 12.5. 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		
13. MINIMUM REQUIREMENTS PER STAGE		
13.1. Stage 1: OBTAIN THE FOLLOWING ON COMMENCEMENT: 13.1.1. Copy of current valuation roll 13.1.2. All supplementary valuation rolls 13.1.3. Cadastral information 13.1.4. Deeds download. 13.1.5. Download all data onto Tenderer(s) valuation system. 13.1.6. Compare cadastral with the deeds download and existing Municipal Valuation Roll. 13.2. Stage 2: DATA COLLECTION: 13.2.1. Includes: Physical Inspections of properties, measurements, transactions, field sheets, data capture forms, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.		

13.3. Stage 3: VALUATION COMPILATION:

- 13.3.1. Analysis of all data and compiling of draft valuations.

13.4. Stage 4: SUBMISSION OF DRAFT ROLL:

- 13.4.1. Draft roll to be submitted.
- 13.4.2. Draft roll to comply with Section 48 (2).
- 13.4.3. Rolls must be fully balanced and subtotals must be calculated for each suburb.

13.5. Stage 5: INTERNAL MONITORING OF VALUATIONS:

- 13.5.1. Internal quality control to be conducted by Tenderer and the municipality.
- 13.5.2. Draft valuations must be measured against transactions and other relevant market data and adjusted to date of valuation.
- 13.5.3. The initial roll after internal monitoring must be amended and/or corrected if necessary.
- 13.5.4. This includes cross boundary monitoring within the municipal area if applicable.

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

- 13.6.1. Tenderer will be required to correct any entry that has been found to be incorrect in terms of size, description, zoning, ownership, etc. as well as incorrect valuations based on sales ratio analysis and other factually indicated market trends.
- 13.6.2. All draft valuation rolls submitted may be subjected to external monitoring by the municipality.
- 13.6.3. After correcting the Draft Roll, if it is a requirement of municipality to do so, Tenderer shall bind and certify the roll for submission to the Municipal Manager.
- 13.6.4. The Tenderer shall provide the final roll in a suitable format to be uploaded to the financial management system.
- 13.6.5. The Tenderer shall provide a comparison of categories and valuations between the final roll and the current implemented valuation roll at the date of submitting the final roll.
- 13.6.6. Tenderer shall provide individual notices in terms of Section 49 (c) in a one step mailer format in PDF.

13.7. Stage 7: OBJECTION PROCESS AND PUBLIC AWARENESS:

- 13.7.1. Tenderer will be obliged to attend to the following section(s) of the Act:
- 13.7.2. Receive objections in terms of section 50(5)
- 13.7.3. Attend public awareness meetings withing the different areas as determined by the municipality

13.8. Stage 8: Handling / Processing of objections

- 13.8.1. Tenderer will be obliged to attend to the following sections of the Act:
- 13.8.2. Comply with section 51, 52 and 53.

13.9. Stage 9: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY

- 13.9.1. Tenderer will have to ensure that a copy of all data in their possession has been provided to municipality in either an electronic or hard copy format on the date specified in paragraph 12.

13.10. Stage 10: APPEAL PERIOD

- 13.10.1. Appeals to be accepted by the municipality in terms of section 54.

13.11. Stage 11: VALUATION APPEAL BOARD HEARING

- 13.11.1. In terms of section 34(f) and section 54, the Tenderer shall be obliged to attend all sittings of the Valuation Appeals Board and provide the Appeal Board with valuation information and to oppose all appeals.

14. SUPPLEMENTARY VALUATIONS

14.1. Supplementary valuation rolls will be compiled at least once a year for the following periods:

1 July 2023 to 30 June 2024

1 July 2024 to 30 June 2025

14.2. Tenderer will be required to submit a certified supplementary valuation roll by 1 October of each year or any such other date as may be required by the municipality.

14.3. Supplementary Valuations will be compiled on an on-going basis as requested by the Municipality. Tenderer will supply supplementary valuations to the municipality as soon as is reasonably possible. Tenderer will supply the municipality with a monthly schedule of all supplementary valuations compiled by the valuer.

14.4. Tenderer to provide the municipality with individual notices in terms of Section 49 (c) in a one step mailer format in PDF.

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

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

14.7. Payment will be made upon the conclusion of the objection process.

15. PRINTING AND BINDING OF ROLLS

15.1. The provisional valuation roll must be prepared in the prescribed format which must in addition contain the erf number allocated to the property and submitted on or before the closing date.

15.2. A separate provisional valuation roll for each of the following suburbs must be submitted:

- Amaninzi
- Aston Bay
- Crossways Farm Village
- Gamtoos Mouth
- Hankey
- Humansdorp
- Humansdorp RD
- Jeffreys Bay
- Kaap St Francis
- Kruisfontein
- Loerieheuvel
- Oesterbaai
- Paradysstrand
- Patensie
- Pellsrus
- Sea Vista
- St Francis Links
- Thornhill
- Uitenhage RD

15.3.	Tenderer shall be responsible for providing 20 copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A4 format and shall be appropriately indexed.
15.4.	The valuation roll shall be spirally bound and each volume shall be numbered and contain a cover and back page. The printing and binding of the valuation roll shall be for the account of the Tenderer.
15.5.	In addition, Tenderer shall provide the municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format. In the event where a supplementary valuation roll was executed for implementation, the Tenderer will provide the municipality with an updated valuation roll which will include all changes in terms of the supplementary valuations, objection and appeal outcomes.
15.6.	Additional copies of the valuation roll and/or supplementary valuation rolls will be as indicated in Schedule 3 hereof.
16. PUBLIC PARTICIPATION AND AWARENESS	
16.1.	Tenderer will be required to attend meetings in regard to the rating policy as well as being involved in public awareness relating to the valuation process. Tenderer may be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in Schedule 3 hereof.
17. OBJECTIONS	
17.1.	Tenderer must comply with the provisions of sections 51, 52 & 53 of the Act. The cost of complying with the objection process is reflected in Schedule 3.
18. APPEALS	
18.1.	In terms of Section 34(f) Tenderer shall be obliged to attend all sittings of the Valuation Appeals Board and provide the Appeal Board with valuation information and to oppose all appeals.
19. QUALIFICATION OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER	
19.1.	The Municipality requires the appointment of a Municipal Valuer and Assistant Municipal Valuers.
19.2.	In terms of Section 39(1)(a) only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.
19.3.	The Tenderer must nominate the person to be designated as the Municipal Valuer by completing Schedule 1.
19.4.	In terms of Section 39(2)(a) where the municipality requires the appointment of Assistant Municipal Valuers only, such Assistant Municipal Valuers must be nominated by the Tenderer completing Schedule 2.
19.5.	The municipality reserves the right to:- 19.5.1. Fully investigate the qualifications, experience and performance of the Tenderer(s) nominated person/s in terms of Schedules 1 and 2 hereof by reference to: 19.5.1.1. previous appeal board hearings; 19.5.1.2. arbitration and supreme court hearings; 19.5.1.3. general standing of the nominated person/s within the valuation profession.
19.6.	The Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with.
19.7.	The Municipality reserves the right to interview the nominated person/s.

19.8. The Tenderer(s) nominated person/s if appointed by the municipality as either the Municipal Valuer and/or Assistant Municipal Valuer may not cede or assign his appointment to any other valuer unless such cession and/or assignment has been approved in writing by the municipality. Should such person/s for any reason whatsoever no longer be associated or employed by Tenderer, municipality reserves the right to cancel this agreement and hold the Tenderer and/or appointed Municipal Valuer liable for any damages it may suffer as a result thereof. 19.9. The nominated and designated Municipal Valuer and/or Assistant Municipal Valuer will be responsible for the full compliance of the functions and duties of the valuer as set out in the Act as well as fulfilling all the requirements of this tender. 19.10. The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of Schedule 1 and 2 bind themselves jointly and severally with Tenderer to fulfil all terms and conditions of this Tender together with all schedules. 19.11. The Municipal Valuer and/or Assistant Municipal Valuer will be required upon appointment, to comply in terms of Section 43(1)(c) with the Code of Conduct set out in Schedule 2 of the Municipal Systems Act 2000 (Act No. 32 of 2000)
20. ELECTRONIC INFORMATION
20.1. Where required by KOUGA, KOUGA GIS System must be updated with valuation information, GPS co-ordinate and additional data of each property must be provided in shaped files (WGS 84) and MS Excel format upon completion of valuation. 20.1.1. ERF Number 20.1.2. Street Address 20.1.3. Photo of property 20.1.4. Deeds Data 20.1.5. Floor area of Building 20.1.6. GPS coordinate 20.1.7. All collected information pertinent to the valuation 20.2. The tenderer shall be responsible to provide an electronic system that will enable municipal officials to view entries, extract data and reports and monitor progress of tasks executed by the tenderer,
21. DATA COLLECTION AND DATA COLLECTION SYSTEMS
21.1. Tenderer will be fully responsible to obtain all data necessary for successful compilation of the General Valuation Roll and subsequent supplementary valuation rolls. 21.2. The data collected by Tenderer must be verifiable and auditable. 21.3. Municipality will establish whether the standard of data collection is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognised South African bodies relating to the valuation profession. 21.4. 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 Tenderer 30 days written notice setting out their findings and request Tenderer to rectify such default, failing which municipality shall be entitled to cancel this tender without further notice. 21.5. Tenderer 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 Tenderer. All data collected by Tenderer is the property of municipality. 21.6. The collection of data on behalf of the municipality is critical and vital in the determination of true and accurate municipal valuations.
22. DATA BACK-UP AND DISASTER RECOVERY PLAN
22.1. All data collected by Tenderer is the property of the municipality.

22.2.	Tenderer will be required at all times to fully protect such data against theft, data corruption, data espionage and data loss.
22.3.	The maintenance and protection of data on behalf of municipality is critical and vital.
22.4.	Tenderer will ensure that all data protected and backed up is capable of being restored and reinstalled into the valuation system of either municipality or Tenderer in less than twenty working days from date of data disaster.
22.5.	Municipality reserves the right to authorise and appoint a third party consultant, to check and monitor the data protection methods of Tenderer during the duration of this tender.
22.6.	Tenderer shall ensure that the data protection policy implemented by Tenderer is within the specifications and requirements of the municipality for the full period of this tender..
23. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000	
23.1.	Tenderer will be required to fully comply with the requirements of the Promotion of Access to Information Act, Act 2 of 2000.
23.2.	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.
23.3.	The Tenderer as part of his function in collecting data on behalf of the municipality will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000
24. CONFIDENTIALITY	
24.1.	In the process of collecting data and information in terms of section 42 of the Act, Tenderer will have access to sensitive and confidential information. All data accessed, obtained or collected by Tenderer and/or data collectors must at all times be kept confidential and not be disclosed. Tenderer will comply in full with the provisions of section 44 of the Act.
24.2.	In addition, data may not be used for personal gain by the Tenderer or the Tenderer's business, any employee, sub-contractor or any agent of the Tenderer or any other person, body or organization receiving the information or data through the Tenderer, or any their employees or agents.
24.3.	Failure to observe these conditions will constitute a breach of contract, which could result in termination of this contract.
25. PENALTIES AND DEFAULTS	
25.1.	It is a specific condition of this tender that Tenderer is required to perform his task to acceptable standards and shall be obliged to meet the deadlines determined by the municipality.
25.2.	In the event of Tenderer not conforming to the standards required by the municipality as contained in the tender document, Tenderer shall be given 20 days written notice to remedy such default failing which, the municipality will be allowed to cancel this appointment without further notice.
25.3.	Serious default of this contract shall include but not be limited to: 25.3.1. Non-compliance to submission dates 25.3.2. Breach of confidentiality and/or conflict of interest; 25.3.3. 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. 25.3.4. Inadequate valuation results measured against monitoring; 25.3.5. Non-compliance with the Act and any other conditions referred to in this tender. 25.3.6. Dishonesty 25.3.7. Corruption
25.4.	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 Tenderer 20 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice.
25.5.	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.
25.6.	The Nominated Person as well as the Tenderer shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not.
25.7.	The findings of the adjudicator will be handed to the municipality, the nominated person and Tenderer. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Tenderer. The nominated person and/or Tenderer shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Tenderer and nominated person.
25.8.	Should the municipality suffer any losses as a result of the default of Tenderer and/or the nominated person/s, the municipality shall further be entitled to recover all costs or damages, resulting from such default as well as the cost of re-appointing alternative valuers and other financial losses suffered by the municipality, as a result of the default of Tenderer and/or the nominated person/s.
25.9.	The Municipality shall in addition to any of its other rights to claim damages from the Tenderer be entitled to enforce a penalty.
25.10.	The Municipality will be entitled to withhold an amount of R4 000 per day if any delay in terms of Stage 6 (Paragraph 7) of the tender occurs, until the certified valuation roll is provided.
25.11.	Should it be apparent to the municipality that after the Tenderer has been advised in writing by the municipality that the tenderer is in default in complying with the deadlines of either Stage 1 or 2 and that the tenderer has failed to rectify such default within the amended time limit set by the municipality, the municipality shall be entitled to cancel the contract and appoint a substitute tenderer. In such event, the tenderer will supply the municipality with all data collected in his possession and the municipality reserves the right to offset any payment due to the tenderer against the cost of appointing another person to fulfil the requirements of this tender. If the cause of the delay is due to the municipality not supplying the Tenderer with the agreed data or other delays caused by the municipality themselves, this clause will not be enforced.
26. INSURANCE	
26.1.	Tenderer shall submit proof in terms of Schedule 6 hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 million and Public Liability Insurance held by Tenderer for a minimum value of R5 million.
27. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS	
27.1.	The service provider must adhere to all OHSA statutory requirements.
28. PRICING REQUIREMENTS	
28.1.	The Schedule of Fees, Schedule 3 must be completed by the Tenderer.
28.2.	The Total Amount transferred to the Form of Offer & Acceptance will be read as the Tenderer(s) Total fee proposal in terms of this tender.
28.3.	All other costs must be included in the tender rates.

- 28.4.** Tender rates must be submitted inclusive of Value-added-Tax at 15%.
- 28.5.** The service provider will submit invoices to the Municipality per the stage progression of the project.
- 28.6.** These invoices will be paid within 30 days from date of the statement received.

29. METHOD OF PAYMENT

- 29.1.** The municipality will pay Tenderer on a progress basis measured against performance of each stage, upon completion as follows:

STAGE NO.	DESCRIPTION	% PAYMENT	COMMENTS
1	Commencement phase	0%	
2	Data collection	10%	
3	Valuation compilation	20%	
4	Submission Draft Roll	15%	
5	Internal Monitoring	0%	
6	Submission of certified roll	30%	
7	Objection process and completion of reasons	0%	
8	Handling/Processing of objections	15%	
9	Valuation appeal board hearing	Per Meeting	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.
10	Submission of data to municipality	10%	
		100%	

30. DEFINITION OF TERMS

- 30.1.** Unless indicated by the context or explicitly stated otherwise, the following expressions will have the following meanings:

30.1.1. Council/Local Authority/Municipality	KOUGA Municipality
30.1.2. Tender	A written offer, in a prescribed or stipulated form in response to an invitation, by the municipality, for the Management of the Short-term Insurance portfolio of the Municipality, at an agreed premium.

30.1.3. Tenderer	Any person or persons or anybody, incorporated or otherwise, making an offer to arrange short-term insurance for the Municipality.
30.1.4. Contract Period	This contract will be valid from the day of inception until 30 June 2025.
31. ABBREVIATIONS	
31.1. SCM	Supply Chain Management
31.2. BBD	KOUGA Municipality Bidding Document
31.3. VAT	Value-Added-Tax

BBD 12.2

KOUGA MUNICIPALITY		
FUNCTIONALITY POINTS CLAIM FORM		
1. GENERAL CONDITIONS		
1.1. This form is to be used to claim the functionality points used to assess the technical capacity of the bidder to execute the project. 1.2. A prerequisite of 75% must be obtained for functionality, in order to be evaluated on price and preference. 1.3. The functionality points for this bid are allocated as indicated in table below:		
Evaluation Criteria		Maximum Points Allocated
Experience of Firm in compilation of general valuations (Complete applicable schedule + Reference Letters)	2 points for every project completed (Completed contract period for general valuations.)	20
Experience of Firm (Attach Reference letter from municipalities confirming number of properties. Appointment letters will not be accepted.)	Number of municipalities where more than 15 000 Properties were valued: 2 points per Municipality	10
Number of Qualified Valuers (Attach CV and certified copies of original qualifications.)	Number of Qualified Valuers permanently employed- 10 Points per valuer	30
1.3.2. Experience of key personnel:		20
1.3.2.1 Principal Professional Valuer 1(Principal Valuer)	1 point for every year of experience	10
1.3.2.1 Professional Valuer 2(Substitute/Assistant Valuer)	1 point for every year of experience	5
1.3.2.1 Professional Valuer 3 (Assistant Valuer)	1 point for every year of experience	5
1.3.3. Methodology and Time Frame (See criteria description in 1.4)		20
TOTAL POINTS		100
1.4. Bidders must submit a proposed work plan with the tender submission (Schedule 5) which must be of sufficient detail (preferably not longer than 2 pages) to indicate that the project brief has been understood. 1.5. The Tenderer must indicate the approach and methodology that they intend following in order to reach the required outcome within the specified time frames. Refer to paragraph/s 11 and 13. 1.6. The methodology shall be evaluated on services as indicated under the scope of works and the following norms: 1.6.1. Project specific services methodology (10 points)		

1.6.2. Time frame of individual actions (10 points)		
2. GENERAL DEFINITIONS		
2.1. “Experience of Firm” means the number general valuation projects that the firm has been involved with.		
2.2. “Highest relevant qualification” means the highest qualification relevant to the position as key personnel for who he/she is nominate for.		
2.3. “Key Personnel” means those personnel, indicated in paragraph 4.5, and that is on site and directly involve with the municipality and project.		
2.4. “Relevant experience” means years' experience in a similar position as indicated in paragraph 4.5, which are in line with the scope.		
2.5. “Scope” means as defined in the Terms of Reference of this particular project.		
3. FUNCTIONALITY POINTS CLAIMED IN TERMS OF PARAGRAPH 1 AND 2 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED.		
Functionality Criteria	Quantities as per Criteria	Points claimed
3.1. Experience of Firm- Completed Projects (Full term appointed for completed general valuations)		
3.2. Experience of Firm- Municipalities with > 15 000 properties		
3.3. Experience of key personnel: Professional Valuer 1(Principal Valuer)		
3.4. Experience of key personnel: Professional Valuer 2(Substitute/Assistant Valuer)		
3.5. Experience of key personnel: Professional Valuer 3(Assistant Valuer)		
3.6. Methodology and Time Frame		
3.7. Details of Bidding Firm		
3.7.1. Attach a schedule with the description of the project, details of the employer and contact details of the representative of the employer.		
3.8. Details of key personnel on the Project		
3.8.1. Bidders must submit details of the key personnel to be seconded to the project.		
3.8.2. Experience: Attach a short CV not longer than 1 page, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.		
3.8.3. Proof of the Qualification in the form of certified copy must be attached, as well as professional registration, where applicable.		

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

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

FULL NAMES	
I.D. NUMBER	
PROFESSIONAL QUALIFICATIONS	
PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)	

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

.....

.....

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

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARINGS

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

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

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

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

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

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

Signed by me at _____ this _____ day _____ 2022

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 of2022

Justice of Peace/Commissioner of Oaths

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

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

FULL NAMES	
I.D. NUMBER	
PROFESSIONAL QUALIFICATIONS	
PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)	

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

.....

.....

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

No.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARINGS

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

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 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 Tenderer 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 _____ 2022

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 of2022

Justice of Peace/Commissioner of Oaths

SCHEDULE 2(A)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES	
I.D. NUMBER	
PROFESSIONAL QUALIFICATIONS	
PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)	

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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARINGS

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

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

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

The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct. I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at _____ this _____ day _____ 2022

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 of2022

Justice of Peace/Commissioner of Oaths

SCHEDULE 2(B)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES	
I.D. NUMBER	
PROFESSIONAL QUALIFICATIONS	
PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)	

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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARINGS

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

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

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

The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct. I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at _____ this _____ day _____ 2022

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 of2022

Justice of Peace/Commissioner of Oaths

SCHEDULE 3

DETERMINATION OF FEES

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

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

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT EXCLUDING VAT	AMOUNT INCLUDING VAT	COMMENT
F 1	Complete Valuation Roll for implementation 1 July 2023	Fixed tender amount			Price evaluation will be based on the fixed tender amount as per F1 of this schedule and includes deeds, data collection etc.
F 2	Supplementary valuations	Per entry	Per entry	Per entry	
	Year 1 - 2023 – 2024	Nil	Nil	Nil	Part of compilation fee (F1)
	Year 2 – 2024 - 2025	Fixed amount Per Entry.			Price evaluation will be based on the tariff per entry, same fee for all categories, on the roll for a yearly supplementary valuation. The fees must be fixed for each year and failure to accurately complete this section could invalidate your bid. This includes the Section 51 process.
F 3.1	Section 51 compliance – General Valuation	Nil	Nil	Nil	Part of compilation fee (F1)
F 3.2	Section 53 (3) – General Valuation	Per reason			
F 4	Appeal Board Hearings:	Per day			Price evaluation per day / Board sits and is to include all preparation and disbursements.
	Attendance at Appeal Board hearing				
F 5	Data collection	Fixed fee	Nil	Nil	Part of compilation fee (F1)
F 6	Public awareness	Fixed fee for whole plan.			Price evaluation based on total amount for the

					presenting of draft valuation roll at all wards and community as laid out in your "Public Awareness Plan"
F 7	Valuation of all municipal owned properties as per GRAP for Asset Register purposes	Fixed fee	Nil	Nil	Part of compilation fee (F1)
F 8	Consultations, excluding with Advocates on consultations	Fixed fee	Nil	Nil	Part of compilation fee (F1)
F 9	Ongoing Valuation enquiries	Fixed fee	Nil	Nil	Part of compilation fee (F1 / F2)
F 10	Travelling expenses for valuations	Fixed fee	Nil	Nil	Part of compilation fee (F1 / F2)
F 11	Disbursements for valuations and consultations other than for rating and for supplementary valuations	Fixed fee	Nil	Nil	Part of compilation fee (F1 / F2)
F 12	Additional copies of valuation roll	Per additional copy			
F 13	Performing of ad-hoc valuations – Market related selling price	Fixed amount per property or portion thereon.			Price evaluation per unit total
F 14	Performing of ad-hoc valuations – Market related rental determination	Fixed amount per property or portion thereof.			Price evaluation per unit total
TOTAL TENDER PRICE					

SCHEDULE 4

HUMAN RESOURCES

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

Schedule 4 must be accompanied by a human resources organogram of Tenderer and nominated person/s

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

SCHEDULE 5**PROJECT WORK PLAN**

Attach as **Schedule 5** comprehensive work plan reflecting inter-alia:-

Work definition

Work flow

Timelines

Deadlines

Note the above schedule will together with the Key Task Functions under paragraph 17 hereof become the basis upon which the municipality will monitor the Tenderer(s) progress and municipality shall be entitled to take action against Tenderer if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 17 hereof.

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

SCHEDULE 6**PROOF OF INSURANCE COMPLIANCE**

Attach as **Schedule 6** proof in terms of paragraph 8.

SCHEDULE 7**PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000**

Attach as **Schedule 8** an original or certified copy of the manual submitted in terms of the above Act

SCHEDULE 8

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

Attach as **Schedule 9** an original or certified copy of the nominated person's registration with The South African Council for the Property Valuers Profession.

FORM OF OFFER AND ACCEPTANCE - COMPULSORY
NOTICE NO: 18/2022
COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION
ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS STARTING 1
JULY 2022 TO 30 JUNE 2025

1. I hereby undertake to render services/goods described in the attached bidding documents to Kouga Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: 18/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate / Tax compliance Status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. **The offered Rates for the Compilation of the Valuation Roll and Supplementary Valuation Rolls and Maintenance thereof for the financial years starting 1 July 2022 to 30 June 2025 in the Pricing Schedule inclusive of Value Added Tax is correct.**
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1
.

ACCEPTANCE

TO BE COMPLETED BY THE ACCOUNTING OFFICER OF KOUGA MUNICIPALITY

By signing this part of the Form of Offer and Acceptance Kouga Municipality accepts the tender offer. This acceptance of this offer shall form an agreement between the municipality and the tenderer upon the terms and conditions contained in this document. By signing this form of offer and acceptance it constitutes a legal and binding contract between Kouga Municipality and the tenderer.

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESSES

3
.

DECLARATION OF INTEREST- COMPULSORY

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

3.1 Full Name:

3.2 Identity Number:

3.3 Position occupied in the Company (Director, trustee, shareholder).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all the directors/ trustees/shareholders member, 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.....

.....

.....

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

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

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

3.10.1If 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

3.11.1If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars.

.....

.....

.....

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

Full Name	Identity Number	State Employee Number (applicable of employed by government (state))

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

Commissioner of Oaths

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

Compulsory Format for Sworn Affidavit for Exempted Micro Enterprise

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

• Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Compulsory Format for Sworn Affidavit for Qualifying Small Enterprises

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

• The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

• Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS – COMPULSORY IF APPLICABLE

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1 General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.1. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
.....	

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION – COMPULSORY IF APPLICABLE

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in

paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - COMPULSORY

- 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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 ☐	No ☐
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 ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION - COMPULSORY

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:

NOTICE 18/2022

**COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION
ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS STARTING**

1 JULY 2022 TO 30 JUNE 2025

(Bid Number and Description)

in response to the invitation for the bid made by:

KOUGA MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

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

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

(f) bidding with the intention not to win the bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

KOUGA MUNICIPALITY

Attach resolution re authority of signatory

AUTHORITY FOR SIGNATORY

Companies submitting tenders must provide evidence that the person who signed the tender document has authority to do so, by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on

Mr/Ms

Has been duly authorised to sign all documents in connection with this Tender on behalf of:

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

SIGNED OF BEHALF OF COMPANY:

IN HIS CAPACITY AS:

SIGNATURE OF SIGNATORY:

COMPANY STAMP:

INDEMNITY AGREEMENTS

SUPPLIER

"I the undersigned, having been given permission by the Municipal Manager to enter the property of the Municipality for purposes of deliveries and having recognised the inherent hazards that exist in premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the Municipality or any of its employees, agents or mandataries for any loss, damage or injury whether fatal or otherwise, whether or not same is a result of any negligent act or omission on the part of the Municipality or any of its employees or other independent contractors or is as a result of the use of defective materials or equipment supplied by the Municipality or by way of any human or mechanical error, default or failure occurring on the said property or by way of any other cause, nothing at all excepted. Further, I hereby hold the Municipality blameless for any damage, injury or loss suffered by any person or such person's dependants as a result of the said contractual work and I undertake to compensate fully the Municipality for any loss sustained by it through and by way of such contractual work".

SIGNED:

DATE:.....

WITNESS:

DATE:

WITNESS:

DATE:

JOINT VENTURE DECLARATION

Only to be completed if applicable

Submit your Joint Venture Agreement together with this annexure.

Section 1: Name of each enterprise: _____	
Address of each enterprise: _____ _____ _____	
Section 2: VAT registration number(s), if any: _____	
Section 3: CIDB registration number(s), if any: _____	
Section 4: Has an original valid Tax Clearance Certificate been submitted by each enterprise? YES ☐ NO ☐	
Section: 5 Percentage equity ownership by black persons (no franchise prior to elections).	%
Section: 6 Percentage equity ownership by women.	%
Section: 7 Percentage equity ownership by a person who has a disability.	%
Section: 8 Percentage of the contract value managed or executed by the HDI member.	%

SIGNED ON BEHALF OF TENDERER

KOUGA LOCAL MUNICIPALITY

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Kouga Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: If the entity rents / leases premises, a copy of the rental/lease agreement must be submitted with this tender. Please refer to Instruction Page 3 of this document.

Signature	Position	Date

COMMISSIONER OF OATHS

Signed and sworn to before me at _____, on this
_____ day of _____ 20

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position:

Address:

Tel:

Apply official stamp of authority on this page:

KOUGA LOCAL MUNICIPALITY
TENDER NOTICE 18/2022: COMPILATION OF THE VALUATION ROLL AND
SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR
THE FINANCIAL YEARS STARTING 1 JULY 2022 TO 30 JUNE 2025

The tenderer must insert in the space provided below, a list of work (goods supplied) **similar in nature** to this Contract, completed by him/her during the past five years, or work presently being performed by his/her firm:-

Employer	Contact Person (Name, Tel No, e-mail)	Description of Work	Value of Work	Year Completed

SIGNED OF BEHALF OF THE TENDERER:

KOUGA MUNICIPALITY SUPPLIER DATABASE INFORMATION – PLEASE COMPLETE IF NOT UPDATED OR LISTED ON MUNICIPAL SUPPLIER DATABASE

1. BUSINESS PARTICULARS:

1.1 Name of Business as registered with the Registrar of Companies / Close Corporations (Legal Name)

.....

1.2 Name of business used for TRADING purposes, if different from 1.1 or name of business if business is not registered with the registrar (Trading Name)

.....

1.3 Registration Number as registered with the Registrar of companies / close corporations (if applicable) **OR** identity number if sole proprietor

.....

1.4 Postal Address

.....

.....

.....

Postal Code:

Physical Address

.....

.....

.....

Postal Code:.....

Telephone Number: (.....) Fax No: (.....)

E-mail Address

.....

.....

1.5 Contact Person for database and tenders

Contact name:

Cell Number:

Email address:

Telephone: (.....)

2. BANKING DETAILS - An original (signed and stamped) bank letter from the bank not older than three months, or an original cancelled cheque must be supplied. Also the account holder must match the trading name of the organization.

2.1 Name of banking institution:

2.2 Branch Name:

2.3 Branch Code:

2.4 Town / City:

2.5 Banking account number:

2.6 Account type:

2.7 Account Holder (Name under which account is operated)

.....

3. COMMODITIES AND SERVICE PROVIDED

In order to identify your organization as a potential service provider, types of commodities or services rendered have to be classified.

<u>SECTOR CODE</u>	<u>SECTOR</u>	PLEASE TICK (✓)
SCM1	Agriculture	
SCM2	Mining and Quarrying	
SCM3	Manufacturing	
SCM4	Construction	
SCM5	Retail and Motor Trade	
SCM6	Catering, Accommodation	
SCM7	Transport and Storage	
SCM8	Finance and Business services	
SCM9	Repair /allied Services	
SCM10	Communications	
SCM11	Other trade	
SCM12	Community and Social Services	
SCM13	Personnel Services	

Please specify the appropriate commodity or service that your organization provides as well as the area of supply.

SERVICE	AREA WHERE SERVICE CAN BE RENDERED

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

PRODUCTS	AREA WHERE PRODUCTS CAN BE SOLD

--	--

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

4. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I / WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE SUPPLIER, CERTIFIES THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE ANNEXURE/S WITH ADDITIONAL INFORMATION, IS CORRECT AND ACCURATE AND ACKNOWLEDGES THAT:

1. The supplier will be required to furnish documentary proof of the claims, if requested to do so.
2. If the information supplied is found to be incorrect then the KLM may, in addition to any remedies it may have:
 - (i) Disqualify the supplier/ contractor for a particular tender/contract/project it may be considered for, or which had been awarded to the supplier / contractor;
 - (ii) Recover from the supplier / contractor all costs, losses or damages incurred or sustained by the KLM as a result of breach of the contract;
 - (iii) Cancel the contract and claim any damages which the KLM may suffer by having to make less favourable arrangements after such cancellation; and /or
 - (iv) De-register the supplier registered on the Supplier Database.

SIGNED ON THIS DAY OF 20..... AT

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE

.....

NAME IN BLOCK LETTERS

.....

IN HIS/HER CAPACITY AS

ON BEHALF OF THE (SUPPLIER'S NAME)

5. DECLARATION OF INTEREST

1. No application will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may submit a database application. In view of possible allegations of favouritism, should the resulting registration, award to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Position occupied in the Company (Director, trustee, shareholder).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all the directors/ trustees/shareholders member, 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**

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

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

3.8.1 If yes, furnish particulars

.....
.....

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

3.9.1 If 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, principal shareholders or stakeholders in the service of the state?

YES / NO

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.

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in other related companies or business whether or not they are bidding for this contract?

YES / NO

3.14.1 If yes, furnish particulars.

.....

.....

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

Full Name	Identity Number	State Employee Number

.....

Authoring Signature

.....

Date

.....

Full name

.....

Capacity

.....

Witness

.....

Witness

Commissioner of Oaths

6. Undertaking

by

.....

(the "Supplier")

vis a vis the

Kouga Local Municipality

("KLM")

WITH THIS FORM PLEASE ATTACH A LATEST MUNICIPAL BILLING CERTIFICATE FOR THE BUSINESS PREMISES AND ALSO FOR ALL THE DIRECTORS, MEMBERS OR OWNERS OF THE BUSINESS. IF OFFICE PREMISES ARE BEING RENTED PLEASE ATTACH COPY OF LEASE AGREEMENT.

Whereas:

- (a) the Supplier delivers or renders services to KLM;
- (b) KLM is liable to pay the Supplier for goods delivered or services rendered; and
- (c) the Supplier is liable **to pay KLM or relevant Local Authority** any due municipal rates and taxes or municipal service charges and any other indebtedness **owed by the Supplier to the KLM or relevant Local Authority.**

Now therefore the Supplier undertakes the following:

1. In the event of the Supplier being in arrears in respect of any municipal rates and taxes, municipal services charges, or any other indebtedness owed by the Supplier to the relevant Local Authority; which is / are due:
 - 1.1 the Supplier shall make satisfactory and reasonable written settlement arrangements with the KLM or relevant Local Authority for the payment thereof; and
 - 1.2 failing which, the KLM may set-off any such due indebtedness owed by the Supplier to the KLM from any amount owed by the KLM to the Supplier;
2. To co-operate with the KLM and to do all things and sign all such documents (and / or procure same to be done) as may be necessary or requisite in order to give proper and due effect to the terms of this undertaking or any matter arising there from in accordance with its intent and purpose;
3. No extension of time or indulgence granted by the KLM shall be deemed in any way to affect, prejudice or derogate from its rights in any respect in terms of this undertaking, nor shall it in anyway be regarded as a waiver of the KLM's rights hereunder; and
4. The Supplier shall not be entitled to cede any of its right's nor delegate any of its obligations in terms of this undertaking to any other person without the prior written consent of the KLM.

Thus done and signed by the Supplier at on 20

.....

.....

(The Supplier) duly authorized

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Witness