



MAKHUDUTHAMAGA  
LOCAL MUNICIPALITY

## MAKHUDUTHAMAGA LOCAL MUNICIPALITY

**PROJECT NO: LIM473/VALUATION /23/24/043**

### DEVELOPMENT AND MAINTAINING OF PROPERTY VALUATION ROLL FOR MAKHUDUTHAMAGA LOCAL MUNICIPALITY

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
<u>Supply Chain Management Unit</u>	<u>Budget &amp; Treasury Department</u>
Mr KJ Mothapo Manager: SCM Private Bag X 434 Jane Furse 1085 Tel: 013 265 8607 Fax: 013 265 1975 Email: <a href="mailto:Tlakam@makhuduthamaga.gov.za">Tlakam@makhuduthamaga.gov.za</a>	Mr MV Chuene Chief Financial Officer Private Bag X 434 Jane Furse 1085 Tel: 013 265 8625 Fax: 013 265 1975 Email: <a href="mailto:ronaldm@makhuduthamaga.gov.za">ronaldm@makhuduthamaga.gov.za</a>
<b>NAME OF BIDDER</b>	:
<b>TENDER AMOUNT</b>	:
<b>TEL NUMBER</b>	:
<b>FAX NUMBER</b>	:
<b>EMAIL ADDRESS</b>	:

# DEVELOPMENT AND MAINTAINING OF PROPERTY VALUATION ROLL FOR MAKHUDUTHAMAGA LOCAL MUNICIPALITY

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## MAKHUDUTHAMAGA LOCAL MUNICIPALITY

### Bid Notice and Invitation to Bid

Bidders are hereby invited to bid for the following projects:

No.	Project No.	Project Description.	Closing Date
1.	LIM473/VALUATION /23/24/043	Property valuers registered with SA council for property valuers profession are hereby invited to undertake a general valuation and compilation of new valuation roll and subsequent updating of the valuation roll in terms of the Local Government Municipal Property Rates Act (ACT No 6 of 2004)	22/03/2024 at 12H00

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **31 January 2024 (Mon-Fri from 08:00-16:30)** from the cashiers; at a non-refundable deposit **R560.00** for each payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service ([www.etender.gov.za](http://www.etender.gov.za)) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and revised procurement regulation with effect 16 January 2023 on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points for municipal specific goals (according to the said legislation). Details of functionality and specific goals are in the bid document. Bid will remain valid for 90 (Ninety) days

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

**For enquiries contact:**

**Revenue Management** : Ms Maja MM - 013 265 8613  
**Supply Chain Unit** : Mr Mothapo K.J - 013 265 8607/08

**Mr Moganedi RM**  
**MUNICIPAL MANAGER, PRIVATE BAG X 434, JANE FURSE, 1085**

**Part  
Number**

**Bid Data**

- 1.2.1. The employer is MAKHUDUTHAMAGA **LOCAL MUNICIPALITY**
- 1.2.2 The bid documents issued by the employer comprise:
- 1.1 Bid notice and invitation to bid
  - 1.2 Bid data
  - 2.1 List of returnable documents
- Part 1: Agreements and contracts data**
- C1.1 Form of offer and acceptance
- Part 2: Pricing data**
- C2.1 Pricing instructions
  - C2.2 Specification
- 1.2.3 The employer's agent is the Municipal manager.
- Tel: (013) 265 8600  
Fax: (013) 265 1975
- 1.2.4 Only Bidders who are registered with central supplier database (CSD) will be considered.
- 1.2.5 The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid where applicable.
- 1.2.6 If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably enables the Employer's objectives for the services as stated in the Scope of Work to be achieved.
- 1.2.7 All parts of each bid offer communicated on paper shall be submitted as the original.
- 1.2.8 The employer's address for delivery of bid offers and identification details to be shown on each bid offer package is:
- BID BOX (TENDER BOX)  
MAKHUDUTHAMAGALOCALMUNICIPALITY  
GROBLERSDAL ROAD  
JANE FURSE**
- 1.2.9 The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.

- 1.2.10 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
- 1.2.11 The bid offer validity period is ninety (90) days.
- 1.2.12 The bidder is required to submit with his/her bid all required documents as listed in the list of returnable documents as part of the eligibility criteria.
- 1.2.13 The Bid/Proposal will be opened immediately after the closing time for bids only to confirm the bidder, at:

**MAKHUDUTHAMAGALOCALMUNICIPALITY  
GROBLERSDAL ROAD  
JANE FURSE**

- 1.2.14 **The procedure for the evaluation of responsive bids will be on 80/20 points system, where 80 points are for price and 20 points are for Specific goals**

1.2.15 Bid offers will only be accepted if:

- 1.2.15.1 The bidder has registered with the central supplier database (CSD);
- 1.2.15.2 The bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 1.2.15.3 The bidder has not:
- abused the Employer's Supply Chain Management System; or
  - failed to perform on any previous contract and has been given a written notice to this effect;
- 1.2.15.4 The bidder has completed the Compulsory Enterprise questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process; and
- 1.2.15.5 Proof of municipal rates and taxes for both the company and the directors are attached not older than three months of the closing date of the tender.
- 1.2.15.6 The bidder or any of its directors is not employed by the state.

## 2. FUNCTIONALITY

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Sub-Criteria	Weighting
Methodology	-Organogram -Curriculum Vitae -Qualifications -Bill of quantity (BOQ) -Milestone plan - GIS system	10
Experience of a project leader	Curriculum vitae with contactable reference and certified qualifications and ID's	30
Company Experience	- reference letters and appointment	60
<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100 points</b>

### Proposal- 10 points

Item	Proposal	Points allocations	Tick the applicable one	Points by the municipality
1.	No methodology attached or methodology attached with any missing sub-criteria	0		
2.	Methodology attached with all sub-criteria Organogram -Curriculum Vitae -Qualifications -Bill of quantity (BOQ) -Milestone plan - GIS	10		
The methodology should address the need, terms of references and the output expected to be achieved by the municipality				

**Experience and qualifications of a certified accountant and valuer (assigned personnel) in relation to the project (attach CV with certified ID and copy of qualifications. (30) 15 for accountant and 15 for valuer.**

Personnel to be scored individually out of 15 points each

Item	Experience on curriculum vitae	Points allocation	Tick the applicable one	Points by the municipality
1.	1 – 2 years experience	5		
2.	3 – 5 years experience	10		
3.	> 6 years experience	15		

Curriculum Vitae should have contactable references, failure to disclose references will result in zero score.

### **Company Experience – in development and maintenance of valuation roll : (60)**

- Tick the applicable one and attach the previous reference letters and appointment letters.
- Reference letters and appointment letters attached should have the contact details for verification if need be.

Item	Experience	Points allocation	Tick the applicable one	Points by the municipality
1.	No reference letters or appointment letters attached.	0		
2.	2 appointment letters and reference letters	10		
3.	3 appointment letters and reference letters	20		
4.	4 – 5 appointment letters and reference letters	40		
5.	> 5 appointment letters and reference letters	60		

Note: The Municipality has the right to verify the validity of the supporting documents.

Minimum score for functionality is **70 points**. Bidders who score **70** points and above, will be evaluated further on 80/20 points system where 80 points will be for price and 20 points will be for Specific goals.

### **Price formula**

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

## 20 points will be for specific goals

NO	DESIGNATED GROUP	SPECIFIC GOALS (20 POINTS)
1	Black People	4
2	Youth- 100 %	4
3	Women- ownership of more than 50 %	2
4	Small, Medium and Micro Enterprises (SMMEs)	4
5	People with disability	2
6	Enterprises within Makhuduthamaga jurisdiction	4

- a. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price.
- b. Only the tender with the highest number of points scored may be selected.

### 3.1. Criteria for breaking deadlock in scoring

- (1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

### 3.2. Exemption

The Minister may, on request, exempt an organ of state from any or all the provisions of this Act if-

- (a) It is in the interest of national security
- (b) The likely tenderers are international suppliers; or
- (c) It is in the public interest

### 3.3. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

3.3.1. contract may be awarded to a tenderer that did not score the highest points only in accordance with Section 2(1)(f) of the Act.

3.3.2. If the entity intends to apply objective criteria in terms of Section 2(1)(f) of the Act, the entity should stipulate in the tender documents.



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## 4. List of Returnable Documents

The bidder must complete the following returnable documents:

### **Returnable schedules required for bid evaluation purposes (This Document)**

- Compulsory Enterprise Questionnaire
- Certificate of authority to sign documents (include for Joint Ventures / Consortia agreement where applicable)
- record of addenda to bid documents
- Certificate for Municipal Services and Payments (for both the company, and the director(s)). An affidavit from SAPS must be attached in case of bidders who are not paying rates and taxes e.g. in a rural areas.
- Authorisation for deduction of outstanding amounts owed to Council
- Company profile
- Professional body certificate as Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47
- A substitute professional valuer certificates
- One of the members should be a qualified accountant accredited by the recognised accounting body. Attach a certificate.
- COIDA – Letter Of Good Standing
- Proof of registration with UIF
- All Pages must be initialized

### **3.2. Other documents required only for bid evaluation purposes (External Documents)**

- Joint venture, consortium agreements (if applicable).

### **3.3. Other documents that will be incorporated into the contract**

2.3.1 Original bid document

2.3.2 Addendum – if issued

**Note : All copies must be certified (where applicable)**

**: Use black pen only.**

**: All correction must be signed by the authorised person.**

**: Use of correction pen (tippex) is prohibited.**

**: Failure to adhere any of the above will lead to automatic disqualification**

## 5. Record of Addendum to Bid Documents

We confirm that the following communications received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attached additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

## 6. Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1:**      **Name of enterprise:** .....

**Section 2: VAT Registration number, if any: .....**

Section 3: Particulars of sole proprietors and partners in partnerships		
Name*	Identity Number*	Personal income tax number*

\*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

## Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sale proprietor, partner in a partnership or director, manger, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
  - ☐ a member of any provincial legislature,
  - ☐ a member of the National Assembly or the National Council of Province
  - ☐ a member of the board of directors of any municipal entity
  - ☐ an official of any municipality or municipal entity
  - ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, (Act 1 of 1999)
  - ☐ a member of an accounting authority of any national or provincial public entity
  - ☐ an employee of parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:**

[illegible]

**\*insert separate page if necessary**

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal stakeholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature,                               | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of parliament or a provincial legislature   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
			Within last 12 months

**\*insert separate page if necessary**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise Name \_\_\_\_\_

## 7. Certificate of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

### A. Certificate for company

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20..., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman

2.....  
Date

### B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as .....

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....,

Acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**D. Certificate for sole proprietor**

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

As Witness:

1.....

.....  
Signature: Sole owner

2.....

.....  
Date

## **E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

<b>NAME</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>

NOTE: This certificate is to be completed and signed by all key members upon who rests the direction of the affairs of the Close Corporation as a whole.

## 8. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: \_\_\_\_\_ (Name of Bidder)

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

Directors/shareholder s/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Part ner	Municipal Account No.

**NB: Please attach certified copy (ies) of ID document(s) and proof of payment not older than 3 months**

\_\_\_\_\_

Signatory

\_\_\_\_\_

Date

### Witnesses

1. \_\_\_\_\_

Full Names

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

2. \_\_\_\_\_

Full Names

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



## 9. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: \_\_\_\_\_ (Name of the Bidder or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from the payment that will be made to me.

Signed at \_\_\_\_\_ Date \_\_\_\_\_ Month \_\_\_\_\_ 2024

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Thus done and signed for and on behalf of the bidder

\_\_\_\_\_

Signatory

\_\_\_\_\_

Date

### Witnesses

1. \_\_\_\_\_

Full Names

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

2. \_\_\_\_\_

Full Names

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**DEVELOPMENT AND MAINTAINING OF PROPERTY VALUATION ROLL FOR  
MAKHUDUTHAMAGA LOCAL MUNICIPALITY**

## **10. Form of Offer and Acceptance**

### **Offer**

The employer, identified in the acceptance signature block, has solicited offers for the

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The bidder, identified in the offer signature block, has examined the documents listed in the bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of bid.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS: -----**

----- (Rands VAT Inclusive / exclusive )

-----  
-----  
----- (Amount In words)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

**for the bidder**

Signature ..... Date .....

Name .....

Capacity .....

(Name and .....  
address of .....  
organization) .....

.....  
Name and .....  
signature .....  
of witness .....

## Acceptance

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

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

Signature ..... Date .....

Name .....

Capacity .....

for the Makhuduthamaga Local Municipality

.....

.....

.....

Name and ..... Date .....  
signature  
of witness .....

### 7. Data Provided by the Service Provider

<b>Clause</b>	
7.1	The Service Provider is .....  Address: ..... Telephone: ..... Fax simile: .....
7.2	The authorized and designated representative of the Service Provider is: Name: .....  The address for receipt of communication is:
7.3	Telephone: ..... Fax simile: ..... Address: .....

# **MAKHUDUTHAMAGA LOCAL MUNICIPALITY**

## **DEVELOPMENT AND MAINTAINING OF PROPERTY VALUATION ROLL FOR MAKHUDUTHAMAGA LOCAL MUNICIPALITY**

### **11. Pricing Instructions**

- 1.The Service Provider is required to provide the services in accordance with the Scope of Work. This embraces all things necessary and incidental to complete the work.
- 2.The only basis for a change to the prices is as a result of the Employer giving an instruction to change the Scope of Work.
3. the service provider is requested to provide a proposal with a clear bill of quantity and the quotation of the work expected. The bill should be in line with the scope of work and in line with schedule 3.
4. All bidders must submit detailed proposal with total cost of the project. (Only development of the plan, Implementation not included)

## 12. TERMS OF REFERENCE:

### **TENDER SPECIFICATION**

THE COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEAR/S

1 JULY 2025 TO 30 JUNE 2029

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

#### **1. INTRODUCTION**

The Makhuduthamaga Local Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Act, for all areas within its area of jurisdiction:

The valuation process generates a substantial percentage of municipality's income and therefore the municipality could suffer significant detriment, if the valuation services provided are not accurate. There is also a significant customer service focus associated with the valuation process that impacts on the municipality's image.

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

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.

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

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

Any further data or information required to fulfil the requirements of the Act and the specific requirements of the municipality shall be for the sole account and responsibility of the Tenderer.

## 2. QUALIFICATION OF MUNICIPAL VALUER AND SUBSTITUTE MUNICIPAL VALUER

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

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

The Tenderer must nominate the person to be designated as the Substitute Municipal Valuer by completing **Schedule 2**.

The municipality reserves the right to:-

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

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the nominated person/s within the valuation profession;
- Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
- Municipality reserves the right to interview the nominated person/s;

The Tenderer(s) nominated person/s if appointed by the municipality as either the Municipal Valuer and Substitute 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.

The municipality shall not be obliged to approve any request for cession and/or assignment.

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

The Municipal Valuer and Substitute 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.

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

### **3. SERVICES REQUIRED**

Tenders are invited from experienced and suitably qualified Tenderer(s) to compile and maintain valuation roll/s and supplementary valuation rolls.

Tenderer(s) will be required to compile a General Valuation Roll and Supplementary Valuation Rolls for the period:-

From 1 July 2024 to 30 June to 2029

In addition to compiling the said valuation rolls,

Tenderer's nominated person/s will be required to assist municipality in:-

- (1) The amendment 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.

Tenderer's nominated person/s will be required to undertake the following functions and/or services:-

- (4) Valuation of different categories of properties in terms of Section 8(2).
- (5) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by municipality.
- (6) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by municipality.
- (7) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (8) Compliance with the provisions of Section 30.
- (9) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (10) Comply fully with Section 34 – Functions of Municipal Valuer.
- (11) Section 36 – Data Collectors. Assume responsibility for their performance.
- (12) Comply with Section 37 – Delegation where applicable and if necessary.
- (13) Comply with Section 39 – Qualifications of Municipal Valuers.
- (14) Comply with Section 40 – Prescribed Declarations.

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



#### 4. DEFINITIONS

Date of Valuation:	shall mean the Date of Valuation as determined by municipality in terms of the Act;
Date of Draft Submission:	shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs;
Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);
Specialised Properties:	Specialised Properties are all properties other than residential dwellings, agricultural farming units and typical income producing properties
Data and Information:	includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;
Data Ownership:	all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;

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

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

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

The 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

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

## **6. CONFIDENTIALITY**

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.

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.

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

## **13. PENALTIES AND DEFAULTS**

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.

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

### **13.1. Serious default of this contract shall include but not be limited to**

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

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

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

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

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

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

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.

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

## **13.2**

### **PENALTIES**

1. Delay in complying with stage 1 of the tender, R1 000 per day until completion.
2. Delay in complying with stage 2 of the tender, R1 000 per day until completion.
3. Delay in complying with stage 3 of the tender, R1 000 per day until completion.
4. Delay in complying with stage 4 of the tender, R Nil per day until completion.
5. Delay in complying with stage 5 of the tender, R1 000 per day until completion.
6. Delay in complying with stage 6 of the tender, R1 000 per day until completion.
7. Delay in complying with stage 7 of the tender, R1 000 per day until completion.

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

#### **14. RETENTION**

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

#### **15. INSURANCE**

Tenderer shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 000 000 and Public Liability Insurance held by Tenderer for a minimum value of R5 000 000.

#### **16. VALUATION SUMMARY**

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

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

<b>DESCRIPTION</b>
AGRICULTURAL HOLDINGS used for agricultural purposes only
AGRICULTURAL HOLDINGS used for purposes other than agriculture
FARMS used as farming units and informal settlements
FARMS used for other purposes e.g. industrial, schools, offices, police stations etc
MINING PROPERTIES if applicable
NON RESIDENTIAL e.g. business, industrial etc
RESIDENTIAL
SECTIONAL TITLE UNITS
UNREGISTERED ERVEN comprising township owner interest accounts
ANY OTHER categories that municipality may wish to state
<b>TOTAL ESTIMATED NO OF ENTRIES</b>

## 17. SUPPLEMENTARY VALUATIONS:

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

1 July 2024	to	30 June 2025
1 July 2025	to	30 June 2026
1 July 2026	to	30 June 2027
1 July 2027	to	30 June 2028
1 July 2028	to	30 June 2029

Tenderer will be required to submit a certified supplementary valuation roll by the 1<sup>st</sup> of January of each year or any such date as may be required by the municipality.

Supplementary Valuations will be compiled on an ongoing basis as they occur and supplied to municipality as soon as is reasonably possible.

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

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

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

## 11. OBJECTIONS

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**.

## 12. APPEALS

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

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

### 13. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

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

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

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

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

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

**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.**

**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 in no matter what format is the property of municipality.**

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

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

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

**In all cases the following data will be applicable:-**

- **Extent of erf**
- **Date of purchase (where available)**
- **Purchase price (where available)**
- **Multiple use (if applicable)**
- **Name of owner**
- **Street address (where available)**
- **Use of the property**
- **Contact details**
- **Ward number**

#### **14. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY AND/OR TENDERER**

##### **14.1 UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE TENDERER WITH THE FOLLOWING DATA:**

1. Current Valuation Roll;
2. Copies of all Supplementary Valuation Rolls;

##### **OPTIONS**

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

##### **14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL**

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>TENDERER TO PROVIDE/OBTAIN</b>
1.	Aerial photographs/satellite imagery	No	Yes
2.	<b>Building plans</b>	Yes	No
3.	Bulk deeds download at commencement date	No	Yes
4.	Cadastre	Yes	Yes
5.	Copies of all offers received to purchase and/or lease Municipal properties	Yes	No
6.	Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	Yes	No
7.	Copies of all consent use applications received, approved or declined	Yes	No
8.	Copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	Yes	No
9.	Copies of all approvals and/or rejections by municipality of the above	Yes	No



	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>TENDERER TO PROVIDE/OBTAIN</b>
10.	Copies of all policy decisions relating to immovable property within municipality	Yes	No
12.	Intergrated Development Plan	Yes	No
13.	Geographic information system	No	YES
14.	Monthly clearance certificates	Yes	no
15.	Monthly Deeds downloads	No	Yes
16.	Monuments and Heritage buildings declared from time to time	Yes	Yes
17.	Occupation Certificates	Yes	No
18.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	Yes	No
19.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	Yes	No
20.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	Yes	No
21.	Town planning scheme/Land Use Scheme	Yes	No
22.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	Yes	No

**14.3****SUPPLEMENTARY VALUATION ROLL**

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

**DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.**

NO	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1.	Aerial photographs/satellite imagery	No	Yes
2.	Building plans	Yes	No
3.	Bulk deeds download at commencement date	No	Yes
4.	Cadastre	Yes	Yes
5.	Copies of all offers received to purchase and/or lease Municipal properties	Yes	No
6.	Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	Yes	No
7.	Copies of all consent use applications received, approved or declined	Yes	No
8.	Copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	Yes	No
9.	Copies of all approvals and/or rejections by municipality of the above	Yes	No
10.	Copies of all policy decisions relating to immovable property within municipality	Yes	No
12.	Intergrated Development Plan	Yes	No
13.	Geographic information system	No	YES
14.	Monthly clearance certificates	Yes	no
15.	Monthly Deeds downloads	No	Yes
16.	Monuments and Heritage buildings declared from time to time	Yes	Yes
17.	Occupation Certificates	Yes	No
18.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	Yes	No
19.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	Yes	No
20.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	Yes	No
21.	Town planning scheme/Land Use Scheme	Yes	No

NO	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
22.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register.		
-	Copy of Proclamation Notice		
-	Amendment scheme		
-	Services agreement	Yes	No

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

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

## 15. PRINTING AND BINDING OF ROLLS

Tenderer shall be responsible for providing 4 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.

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. In addition, Tenderer shall provide the municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format.

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

## 16. VALUATION SYSTEM

Tenderer shall satisfy municipality that its valuation system will adequately be capable of producing the valuation rolls. The minimum, requirements of the Valuation System must be as follows:-

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

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

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

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

## **17.1 DATA BACK UP AND DISASTER RECOVERY PLAN**

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

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

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

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

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

## **17.2 GENERAL**

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

## **18. KEY TASK FUNCTIONS**

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

<b>STAGE</b>	<b>DESCRIPTION</b>	<b>DEADLINE DATE</b>
1	Initial Data collection, deeds down load, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master.	Information will be provided on appointment

<b>STAGE</b>	<b>DESCRIPTION</b>	<b>DEADLINE DATE</b>
<b>2</b>	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc	Information will be provided on appointment
<b>3</b>	<b>Compiling of valuations</b>	Information will be provided on appointment
<b>4</b>	<b>Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation</b>	Information will be provided on appointment
<b>5</b>	<b>Submission of draft roll</b>	Information will be provided on appointment
6.	Corrections and submission of certified roll	Information will be provided on appointment
7.	Objections process as per Act	Information will be provided on appointment
8.	Valuation appeal board hearing	Information will be provided on appointment
9	Attending to all valuation enquiries	Information will be provided on appointment
10.	Submission of all data or copies thereof to municipality & issuing of final delivery certificate	Information will be provided on appointment

#### **19. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:**

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

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

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

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

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

20. MINIMUM REQUIREMENTS PER STAGE:

**Stage 1: DOCUMENTATION**

**Obtain the following:**

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

Bulk Deeds download.

Download all data onto Tenderer(s) valuation system.

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

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

**Stage 2: DATA COLLECTION:**

Includes: -

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

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

**Stage 3: VALUATION COMPILATION:**

Analysis of all data and compiling of draft valuations.

**Stage 4: INTERNAL MONITORING OF VALUATIONS:**

Internal quality control to be conducted by Tenderer and measured against current sales and other relevant market data and adjusted to date of valuation.

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

The initial roll after internal monitoring must be amended and/or corrected if necessary.

This includes cross boundary monitoring within the Municipal area if applicable.

**Stage 5: SUBMISSION OF DRAFT ROLL:**

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

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

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.

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

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

**Stage 7: OBJECTION PROCESS:**

Tenderer will be obliged to attend to the following:

Receive objections in terms of section 50(5)

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

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

**Stage 8: VALUATION APPEALS BOARD HEARINGS:**

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

**Stage 9: ATTENDING TO ALL VALUATION ENQUIRIES:**

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

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

**Tenderer(s) will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter that a copy of all data in their possession has been provided to municipality in either an electronic( Excel and must contain coordinates in decimal format i.e. – 24,35762 etc) and hard copy format as per section 15 of this document. A final delivery certificate can only be issued once this provision has been fulfilled.**

## **21. PUBLIC PARTICIPATION AND AWARENESS:**

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

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

## **22. METHODS OF PAYMENT:**

Payments will be made as and when the work is completed as per municipal directive.

## **23. SCHEDULE OF FEES**

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

### **1.1. SCHEDULE 1**

### **1.2. AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER**

**1.3. 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:**

<b>NAME OF MUNICIPALITY</b>	<b>PERIOD OF VALUATION ROLL</b>	<b>NO. OF PROPERTIES ON ROLL</b>	<b>REFERENCE</b>	<b>CONTACT NUMBER</b>

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

#### VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

#### VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

, 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 \_\_\_\_\_ 2024

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SIGNATURE: NOMINATED PERSON AS  
MUNICIPAL VALUER

**1.4. JUSTICE OF PEACE/COMMISSIONER OF OATHS**

*I hereby certify that the deponent has acknowledged  
that he/she knows and understands the contents of this  
affidavit and that it was signed and sworn to before me  
at \_\_\_\_\_ on the .....day of .....2024*

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

\_\_\_\_\_  
*Justice of Peace/Commissioner of Oaths*

**1.5. SCHEDULE 2**

**1.6. AFFIDAVIT, NOMINATION AND DECLARATION OF**

**1.7. 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, resignation or insolvency, the person nominated as the substitute municipal valuer shall continue with the functions of the Municipal valuer and shall assume all responsibilities in terms hereof as if he were the Municipal valuer.

**FULL NAMES**

**I.D. NUMBER**

**PROFESSIONAL QUALIFICATIONS**

**PROFESSIONAL REGISTRATION**

**NO**

**(Attach certified copy of certificate)**


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

.....  
.

.....  
...

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

.....  
.....

**WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:**

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

### VALUATION BOARD HEARING EXPERIENCE

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

If yes:

<b>NAME OF MUNICIPALITY</b>	<b>NAME OF CHAIRPERSON</b>	<b>NAME OF SECRETARY</b>	<b>DATE OF HEARING</b>

### VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, The undersigned

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

I further undertake by my signature hereof that in the event of the nominated Municipal valuer in terms of **Schedule 1(A)** hereof not being able to carry out his duties as a result of accident, death, ill health or insolvency, I hereby bind myself jointly and severally with 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 \_\_\_\_\_ 2024



## SCHEDULE 3

### DETERMINATION OF FEES

#### 1.8. 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 INCLUDING VAT	COMMENT
1	<b>Valuation Roll</b> developed	Fixed tender amount per valuation for the year		Price evaluation will be based on the fixed tender amount
2.1	Section 51 compliance		nil	Part of compilation fee
2.2	Section 53 (3)	Per reason incl vat		
3.1	<b>Appeals Board Hearings:</b> Preparation and consultations with professionals appointed by the municipality for specific appeals	Per hour incl vat		
3.2	Attendance at Appeal Board hearing	Per day incl vat		
4	<b>Data collection</b>	Fixed fee incl vat		Tenderer to refer to what is required under paragraph 14 hereof
5	<b>Public awareness</b>	Fixed fee incl vat		
6	Valuations other than for rating purposes	State the basis of fees incl vat		
7	<b>Consultations</b>	Hourly rate incl vat		
8	<b>Valuation enquiries</b>	Fixed fee incl vat		
9	<b>Travelling expenses for valuations</b> other than for rating	State the tariff to be applied incl vat		
10	<b>Disbursements for valuations</b> other than for rating	State the tariff to be applied incl vat		
11	<b>Additional copies of valuation roll</b>	Per additional copy incl vat		

## **SCHEDULE 4**

### **DATA BACK UP AND DISASTER RECOVERY PLAN**

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

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

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

## **SCHEDULE 5**

### **COMPUTER SYSTEM**

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

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

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

**MAAA number -----**

**10. DURATION OF CONTRACT**

It is a 5 years project and the work will be done as per municipal directive.

**11. Payments**

Payments will be made within thirty days of submission of (Tax) invoice.

## SBD 4.

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2. Identity  
Number:.....

2.3. Position occupied in the Company  
(director, trustee, shareholder<sup>2</sup>):.....  
.

2.4. Company registration  
number:.....

2.5. Tax Reference  
Number:.....

2.6. VAT Registration  
Number:.....

2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

1“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. Any municipality or municipal entity;
- c. Provincial legislature;
- d. National Assembly or the national Council of provinces; or
- e. Parliament.

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

2.7. Are you or any person connected with them bidder YES NO ☐  
NO  
presently employed by the state?

2.7.1. If so, furnish the following particulars:

Name of person / director / trustee/ shareholder/ member:

.....  
Name of state institution at which you or person  
connected to the bidder is employed:

.....  
Position occupied in the public institution:

Any other particulars:

.....  
..... ☐ .....  
.....

2.7.2. If you are presently employed by the state, did you obtain ☐ YES ☐ NO  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

2.7.2.1. If yes, did you attached proof of such authority to the bid YES ☐  
NO  
document?

(Note: Failure to submit proof of such authority, where  
applicable, may result in the disqualification of the bid.

2.7.2.2. If no, furnish reasons for non-submission of such proof:

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

2.8. Did you or your spouse, or any of the company's directors/ trustees/ YES ☐  
NO  
shareholders/ members or their spouses conduct business with the  
state in the previous twelve months?

2.8.1. If so, furnish particulars:

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

2.9. Do you, or any person connected with the bidder, have any relationship YES ☐  
NO  
(family, friend, other) with a person employed by the state and who may  
be involved with the evaluation and or adjudication of this bid?

2.9.1. If so, furnish particulars:

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

2.10. Are you, or any person connected with the bidder, aware of any YES ☐  
NO  
relationship (family, friend, other) between any other bidder and any person  
employed by the state who may be involved with the evaluation and or  
adjustment of this bid?

2.10.1. If so, furnish particulars:

.....  
.....

.....  
.....

.....  
.....

2.11. Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1. If so, furnish particulars:

.....  
.....

.....  
.....

.....  
.....

### 3.Full details of directors/ trustees/ members/ shareholders.

Full Names	Identity Number	Personal Tax Reference Number	State Employee Number/ Persal Number

--	--	--	--

**3. DECLARATION**

I, THE UNDERSIGNED  
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS  
CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name Of Bidder



## MBD 9.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

## MBD 9.

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.

**<sup>3</sup> 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.**

## MBD 9

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

**MBD1****PART A  
INVITATION TO BID**

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

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

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

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

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

Where the recommended bidder is not tax compliant, the bidder should be notified of their non-compliant status and the bidder must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the municipality or municipal entity must be verified via the CSD or e-Filing.

**The accounting officer should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

## **2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

## **3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
☐ YES ☐ NO

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

**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: .....

## MBD 6.1

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

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

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

---

#### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender)*

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

1.3 Points for this tender shall be awarded for:

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender



#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	4	
Youth	4	
Women- ownership of more than 50 %	2	
Small, Medium and Micro Enterprises (SMMEs)	4	
People with disability	2	
Enterprises within Makhuduthamaga jurisdiction	4	
Total	20	

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 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? <b>(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).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**SBD 8**

### **CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**