



**BA-PHALABORWA LOCAL MUNICIPALITY**

**TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER IN BA-PHALABORWA LOCAL MUNICIPALITY FOR THE:**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT GENERAL VALUATION ROLL FOR A PERIOD OF 5 YEARS (RE-ADVERT)**

**TENDER NUMBER: 13/23/24**

**CLOSING DATE: 08 DECEMBER 2023**

**CLOSING TIME: 10H00**

**BA-PHALABORWA LOCAL MUNICIPALITY**

Private Bag x 01020

Phalaborwa

1390

Contact : Town Planning : Mr. Temo F  
Procurement : Mr Selepe NW

Telephone: 015-780 6300

Fax: 015-781 0726

**NAME OF BIDDER.....**

**TOTAL BID AMOUNT:**

.....

**(AMOUNT IN WORDS):**

.....

**PRICE**

**ALL INCLUSIVE**

## TENDER NO: 13/23/24

### 1. Tender Notice and Invitation to bid



#### BA- PHALABORWA MUNICIPALITY

Ba-Phalaborwa Municipality hereby invites suitable professional services providers to render service), for the below listed project in the Ba-Phalaborwa Municipality of the Mopani District in Limpopo Province.

Tender documents are obtainable from Ba-Phalaborwa Municipality website and on e-tender portal.  
Below are the significant details per project: -

TENDER NUMBER	CIDB GRADING	DESCRIPTION	COMPULSORY BRIEFING SESSION			FUNCTIONALITY	EVALUATION CRITERIA	CLOSING DATE AND TIME	Minimum Score for functionality	CONTACT PERSON
			DATE	VENUE	COST					
13/23/23	N/A	Appointment of a service provider to conduct general valuation roll for a period of 5 years ( re-advert)	24/11/2023 @10H00	Municipal Activity Hall	Free at the municipal website and Etender portal	Experience & Qualifications of senior management (40) Traceable record (appointment letters) (30) Methodology (20) Bank rating (10)	80/20	08/12/2023 @10H00	60%	Mr. Temo (015) 780 6300

A compulsory briefing session will be held on the dates and times specified above at Activity Hall, BaPhalaborwa Municipality  
Main Office, Civic centre Nelson Mandela Drive.

The bids are to be deposited in the tender box of Ba-Phalaborwa Municipality Offices situated at Civic centre Nelson Mandela Drive in Phalaborwa, by the closing date and time as above mentioned, where after they be opened in public. No late, telefaxed or Document found in any other place or proposal from service providers who have not attended the compulsory briefing session will not be considered

Bidders should take note of the following bidding conditions:

1. Ba-Phalaborwa Municipality Supply Chain Management Policy shall apply in the evaluation and awarding of the Tender.
2. Ba-Phalaborwa Municipality does not bind itself to accept the lowest tender, reserves the right to accept the whole or part of the Tender and reserves the right not to appoint.
3. The Bid validity shall be 90 (Ninety) days from the date of closure.

4. Bidders must provide proof of the following to avoid disqualification: CSD report (Printed between the date of advert and closing date, certified ID Copies of all directors, statement of municipal rates and taxes for both company and director (s) (not older than 3 months)/letter from traditional authority not older than 3 months/ lease agreement, key personnel/service team's experience (attach certified copies of qualifications and CV; CK/Company registration, Valid tax clearance or tax pin; proof of work experience (attach relevant appointment letter).**All the relevant returnable documents are attached to the tender document,**
5. The minimum score for functionality will be as stated above and bidders who score below will not be evaluated further on price and specific goals specified for the tender

DR. PILUSA KKL  
MUNICIPAL MANAGER  
Notice No. 30 /23

## SCOPE OF WORK

The Ba-Phalaborwa 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 the following areas within its area of jurisdiction:

- Phalaborwa Town
- Namakgale
- Lulekani
- Gravelotte
- Benfarm
- Farm Properties
- Priska
- Nondweni
- Mahale
- Ga-Selwane
- Mashishimale
- Maseke
- Matiko Xikaya
- Ga-Makhushane
- Humulani
- Kurhula

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 Tenderers must commit themselves to strict confidentiality both during and after the valuation task.

Tenderers must ensure that no conflict of interest occurs during or after the valuation process and if any potential conflict arises, the Tenderer must advise Municipality accordingly.

Tenderers 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.

## 1. QUALIFICATION OF 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 (ActNo. 47 of 2000) may be designated as the Municipal Valuer.

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

In terms of Section 39(2)(a) where the Municipality requires the appointment of Assistant Municipal Valuers only, such Assistant Municipal Valuers must be nominated by the Tenderer completing **Schedule 2**.

Where the Municipality requires the services of a Municipal Valuer, Tenderer shall be entitled to nominate, Assistant Municipal Valuers to be appointed under his control and authority.

In such cases **Schedule 1 and 2** must be completed.

The Municipality reserves the right to:-

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

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

The Tenderers nominated person/s if appointed by the Municipality as either the Municipal Valuer and/or Assistant Municipal Valuer may not cede or assign his appointment to any other valuer unless such cession and/or assignment has been approved in writing by the Municipality. Should such person/s for any reason whatsoever no longer be associated or employed by Tenderer, Municipality reserves the right to cancel this agreement and hold the Tenderer and/or appointed Municipal Valuer liable for any damages it may suffer as a result thereof.

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

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

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of **Schedule 1 and 2** bind themselves jointly and severally with Tenderer to fulfil all terms and conditions of this Tender together with all schedules.

The Municipal Valuer and 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)

## 2. SERVICES REQUIRED

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

Tenderers will be required to compile a Valuation Roll for the period:-

1 July 2024 to 30 June 2029

In addition to compiling the said valuation rolls,

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

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

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

- (13) Comply with Section 39 – Qualifications of Municipal Valuers.
- (14) Comply with Section 40 – Prescribed Declarations.
- (15) Comply with Section 41 – Inspection of property within defined days and times.
- (16) Comply with Section 42 – Access to Information.
- (17) Comply with Section 43 – Conduct of Valuers.
- (18) Comply with Section 44 – Protection of Information.
- (19) Comply with Section 45 – Valuation methodology and Section 13 hereof.
- (20) Comply with Section 46 – General basis of valuation.
- (21) Comply with Section 47 – Sectional Title Schemes.
- (22) Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this tender.
- (23) Comply with Section 51 – Processing of objections, if so required by Municipality.
- (24) Comply with Section 52(1)(3) – Compulsory review.
- (25) Comply with Section 53 – Notification.
- (26) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (27) Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by Municipality.
- (28) Comply with Section 81 & 82 of the Act. Tenderers/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.
- (29) Comply with Section 85 – Copyright of valuation rolls and other data.  
All data belongs to the municipality and the municipal manager must ensure that such data is received prior final payment to the service provider (valuer) and is adequately protected. The municipal valuer must submit all data including the valuation roll in a format wherein the municipality can easily copy and or extract information from such datasets (for example Excel, Access and Word). The pdf version where required must also be submitted. This is to enable the municipality easy use of such information for other purposes. These include assisting in rates tariff modelling when comparing the change in valuations between the two valuation rolls. These changes in valuations due to a new valuation roll impacts on changes in rates payable by property owners in each property category.
- (30) Assist the municipality will aligning the Valuation roll with the municipal financial system
- (31) Assist the municipality with Audit queries related to the valuation roll.

### 3. 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 persons;
Specialised Properties:	<p>Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties:</p> <ul style="list-style-type: none"><li>• Regional Shopping Centres e.g. Eden Square Mall</li><li>• Petrol Filling Stations</li><li>• Hotels</li><li>• Conference Centres</li><li>• Quarries</li><li>• Mines</li><li>• Grain Depots</li><li>• Private Hospitals</li><li>• Provincial and/or State buildings such as Civic Centres, Prisons etc.</li><li>• Airports, Harbours and Stations</li><li>• Steel Manufacturer e.g. Iscor</li><li>• Cement Factory</li></ul> <p>Tenderer shall be required to assist the Municipality to compile a register of Specialised Properties that will enable Municipality to easily refer at any time to such properties.</p> <p>The register will reflect the property description and method of valuation applied. Where generally recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the Municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties;</p>
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;



Data Transfer: all data utilised and/or collected by Tenderer including that of the data capturers, will be transferred by the Tenderer to the Municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format;

Property Master File: shall be defined as a property master file containing all property records of the Municipality relating to the valuation roll whether registered or not at date of valuation. Tenderer will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the master file. Tenderer shall thereafter administer the township owner's interest account on an ongoing basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner interest accounts.

The purpose of the master file is to enable the public and officials of the Municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the Municipality. The master file and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.

Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on either the master file and/or the valuation rolls. All consolidations, excisions, notarial ties, township proclamations etc which result in unregistered records being created will be recorded from date of commencement of this tender and shall continue for the full duration hereof.

#### 4. 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.

Tenderer will not be required to provide information obtained in terms of Section (42) of the Act that is of a confidential nature, unless required to do so in terms of Section (44) of the said Act.

This directive should if possible be incorporated in the manual submitted in terms of the Promotion of Access to Information Act, Act 2 of 2000.

Tenderer will however be required to supply any information that is of a general nature appearing in the valuation rolls and available to the public in the format prescribed by the Municipality and against payment if so required.

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

Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses etc.

Such information may only be disclosed in terms of Sect (44) of the Act

#### 5. 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.

## 6. 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.

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

- 6.1.1. Non-compliance to submission dates
- 6.1.2. Breach of confidentiality and/or conflict of interest;
- 6.1.3. Inadequate valuation performance in terms of sections 51 and 52 of the Act and/or the results of any Valuation Appeal Board arising from this tender.
- 6.1.4. Inadequate valuation results measured against monitoring;
- 6.1.5. Non-compliance with the Act and any other conditions referred to in this tender.
- 6.1.6. Dishonesty
- 6.1.7. 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:

## 6.2. REMEDY

As this Tender form a joint effort and partnership between the parties no penalties will be allowed for herein.

Should it be apparent to the municipality that after the Tenderer has been advised in writing by municipality that the Tenderer is in default in complying with the deadlines of either stage 1 or 2 and that the Tenderer has failed to rectify such default within the amended time limit set by municipality then in such event municipality shall be entitled to cancel the contract and appoint a substitute Tenderer. In such event, the 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, but shall be liable for any additional and direct costs incurred by the Tenderer caused by such delay.

## 6.3. RETENTION

The municipality shall retain any payments or part thereof.

## 9.4 INSURANCE

Tenderer shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity Insurance relating to the nominated person/s held by the Tenderer up to the Bid Contract price tendered and Public Liability Insurance held by Tenderer up to the Bid Contract price tendered.

## 7. 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 the number of entries appearing in the current Valuation roll

<b>DESCRIPTION</b>	<b>ESTIMATED NO OF ENTRIES</b>
Residential	2807
Sectional title units - residential	312
Low income housing - residential	13440
Industrial	152
Sectional title units - industrial	0
Business and commercial	637
Sectional title units – business and commercial	0
Agricultural	829
Specialised properties, e.g. airports, hospitals, hotels, mining, petrol filling stations, shopping centres, etc.	34
Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc.	121
Vacant Land	4193
Township owner interest accounts including unregistered erven comprising the townships	1
Public service infrastructure	35
Any other property type as specified by the municipality	3146
<b>TOTAL ESTIMATED NO OF ENTRIES</b>	<b>25707</b>

Tenderers 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 1.14 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.

## 8. 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 agreed date on an annual basis for the period of validity of the valuation roll.

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

Where Tenderer has been appointed to supply GIS services to the Municipality, Tenderer will be obliged to maintain the GIS and reconcile supplementary valuations made with the GIS not less than once per month.

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.

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

## 9. OBJECTIONS

Tenderer must comply with the provisions of sections 51, 52 & 53 of the Act as amended.

The Tenderer must completely manage the objection process under the supervision of the appointed municipal official. The Tenderer must submit a comprehensive document and proposal for this function.

The cost of complying with the objection process is reflected in **Schedule 3**.

## 10. APPEALS

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

## 11. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

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

The data collected by the Tenderer should include a photo of the property with GPS reference, cadastral information, ownership details, land use management and zoning details for every property parcel within the area of jurisdiction. A fair measurement of the building and improvements must be provided in the data. The Tender must include a submission that indicates the way in which he/she will approach and perform the process. The data captured for every property or surveyed by the data capturers should be scanned and be handed over to the municipality in PDF format 30 days after implementation of the valuation roll. The survey data together with the geo-referenced photo of each property should be indexed for easy access and use by the municipality.

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 recognized South African bodies relating to the valuation profession.

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

The Tenderer will be given the opportunity to explain to municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by The Tenderer. All data collected by The Tenderer in no matter what format is the property of municipality.

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

Where The 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, The Tenderer will be required to adhere to the following minimum data collection requirements: -

In all cases, the Tenderer shall be required to do physical inspection on a minimum of 30% of properties per township, and the following data will be applicable: -

Extent of erf

Date of purchase (where available)

Purchase price (where available)

Multiple use (if applicable)

Name of owner (including part owners)

Street address (where available)

Zoning and use

Ward Numbers

Property owner's contact details

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

## 15.1 RESIDENTIAL ERVEN AND BUILDINGS

Extent of Erf

Physical address if available

Size of dwelling/s, outbuildings and other structures on the property

Number of storeys

Condition and rating

Quality

Age

Special features i.e. swimming pool, walling

Adverse features i.e. next to informal settlement, busy road, etc.

Topography/slope

View

## 15.2 SECTIONAL TITLE SCHEMES

Name of scheme

Registration no of scheme

Section number

Section use (residential, garage, store room, shop, office, industrial, etc.)

Door number  
Exclusive use area Erf  
no (cross referred)  
Floor level  
Unit type i.e. simplex, duplex, etc.  
No of storeys in the scheme  
Participation quota  
Owner  
Sales date  
Sales price  
Condition of section  
Condition of scheme  
View  
Adverse features  
Positive features

### 15.3 INCOME PRODUCING PROPERTIES

Size of Erf  
Street address if available  
Rentable or usable area  
Gross building area/s  
Description of units i.e. 12 x 1 bedroom flats 6 x ground floor shops Rentals actual and/or estimates provided by agents, tenants, landlords etc. Expense ratio to gross income  
Town planning zoning  
Actual use  
Surplus developable land  
Other income factors e.g. car bays  
Turnover contribution if available  
Condition rating  
Quality of building rating  
Owner  
Sales date  
Sales price  
Sales capitalization rates and other information obtained from agents, brokers, purchasers etc.

### 15.4 SPECIALISED PROPERTIES

Street address if available  
Schedule reflecting description and use of buildings.  
Size of all buildings  
Data relating to specific type of property e.g. number of beds in hospital etc.

### 15.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

Land Size  
Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc.  
Description of all buildings including use, condition and functionality.  
Estimated schedule of building sizes  
Investigation of land claims, land tenure etc.

Owner  
Sales date  
Sales price

#### 15.6 AGRICULTURAL SMALL HOLDINGS

Where used as a farming unit 13.5 will apply  
Where used for other purposes 13.1, 13.3 or 13.4 may have to be followed.

#### 15.7 URBAN VACANT LAND

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

#### 15.8 GENERAL

Sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this tender.

Such analysis is to be fully documented and made available for internal and external monitoring purposes.

In the case of all properties other than agricultural farming units, where aerial photography and/or satellite imagery is not being used a digitised site plan must be submitted.

This requirement will apply to the compilation of the valuation roll as well as the supplementary valuation rolls.

Records relating to rentals, vacancies, expense ratios, capitalization rates, construction costs and any other data that will have a bearing on the influence of market value are to be documented, recorded and analysed on an ongoing basis during the duration of this tender.

Sales are to be recorded and distinguished between vacant and improved sales as well as unusable sales.

If building plans are used, they are to be verified and checked against actual buildings erected on the property and the data collected must reflect an "as is" situation found on the site. Categories of properties as well as multiple purpose properties are to be reflected.

Actual use and town planning zonings are to be reflected.

All data collected will be internally monitored, verified and checked by the Municipality on an ongoing basis.

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

Tenderers must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 9 hereof. The valuation roll must be fully compatible with the billing system of the Municipality. Other data must be capable of being adapted to other systems of the Municipality.

## 16 INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY AND/TENDERER

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

16.2.1 Current Valuation Roll;

16.2.2 Copies of all Supplementary Valuation Rolls;

16.2.3 An extract of the municipality's billing system

16.2.4 Available data such as field sheets, valuation records etc.

## 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.

### 16.3 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.	Building plans	Yes	No
3.	Bulk deeds download at commencement date	No	Yes
4.	Cadastre	No	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
11.	Copies of water and electricity deposits relating to properties not previously connected	Yes	No
12.	Development Plan	Yes	No

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>TENDERER TO PROVIDE/OBTAIN</b>
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	No	Yes
17.	Occupation Certificates where available	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 toonerous environmental impact assessment requirements	No	Yes
20.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	No	Yes
21.	Town planning 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

#### 16.4 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.

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

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>TENDERER TO PROVIDE/OBTAIN</b>
1.	Aerial photographs/ satellite imagery	No	Yes
2.	Building plans and schedule of monthly completed buildings.	Yes	No
3.	Cadastre monthly updates	No	Yes
4.	Monthly copies of all offers received to purchase and/or lease Municipal properties	Yes	No
5.	Monthly copies of all sales/rental agreements relating to properties sold by Municipality whether registered or not	Yes	No
6.	Monthly copies of all consent use applications received, approved or declined	Yes	No
7.	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to Municipality	Yes	No
8.	Monthly copies of all approvals and/or rejections by Municipality of the above	Yes	No
9.	Monthly copies of all policy decisions relating to immovable property within Municipality	Yes	No
10.	Monthly copies of water and electricity deposits relating to properties not previously connected	Yes	No
11.	Development Plan and changes thereto	Yes	No

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>TENDERER TO PROVIDE/OBTAIN</b>
12.	Geographic information system Monthly maintenance thereof - if applicable	No	Yes
13.	Monthly clearance certificates	Yes	No
14.	Monthly Deeds downloads	No	Yes
15.	Monuments and Heritage buildings declared from time to time	No	Yes
16.	Occupation Certificates where available	Yes	No
17.	Planned roads and other infrastructural services, i.e. proposed reservoirs, powerlines, sewer mains, water mains, etc. – ongoing basis	Yes	No
18.	Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – ongoing basis	No	Yes
19.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	No	Yes
20.	Town planning scheme – updates thereof	Yes	No
21.	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
22.	Annual inspection and review of section 9 & 15 properties referred to in the Act	No	Yes
23.	Monthly diagrams from surveyor general	No	Yes
24.	Notices appearing in government/provincial gazettes relating to properties within the	Yes	No



	municipality		
25	Annual review of rates policy copy thereof	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.

## 17 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 A3 or A4 format, back to back and shall be appropriately indexed.

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

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

## 18 VALUATION SYSTEM

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

- 18.2 If a mass valuation system is used by Tenderer, the system must be compatible with the valuation system of the Municipality if applicable.
- 18.3 The valuation system must be compatible with the GIS system utilized by the Municipality as well as other management systems that are affected by the valuation process.
- 18.4 The valuation system must be compatible with the billing system of the Municipality
- 18.5 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 18.6 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
- 18.7 In the case of property data

The valuation system must be able to store changes relating to inter alia;-  
Land use, zonings, size, sub divisions, consolidations, excisions, notarial ties etc.

Current and previous owners  
Date of sale and transfer  
Sales price  
Title deed numbers  
Servitudes Caveats  
Type of sale i.e. vacant or improved

18.8 In the case of valuations

All current and future valuations  
All changes to valuations to be historically reflected  
Ability to produce monthly supplementary rolls for auditing and checking purposes

18.9 Objections

The valuation system must be capable of recording objections and appeals and must reflect  
Name of objector  
Name of owner  
Objection number  
Entry required by objector  
Decision of valuer  
Reasons of valuer  
Decision of appeal board  
Existing valuations and valuations reflected in the valuation roll  
Adjustments made by the appeal board  
Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

18.10 Other

The valuation System must be capable of storing inter alia:-

Building plan data where available, site plans, aerial photographs, Gis data, and all other pertinent data on a historic basis. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this tender, pertaining to that erf can be extracted by reference to that erf.

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

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

The valuation system must also be able to extract vacant properties and other information that the municipality may require for statistical purposes.

The valuation system must be able to download data directly from the deeds offices as well as recording and linking properties from various databases with the property key number of the Surveyor General.

## 19.1 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.

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

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.

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

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

- Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- Tenderer may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
- Tenderer will ensure that all data is backed up on a daily basis and verified.
- Tenderer will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- Tenderer will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- Tenderer will ensure that this backup cycle be enforced for the duration of the tender.
- Tenderer will adhere to and implement the backup software vendors 'best practice' specifications.
- Tenderer will adhere to and comply with the backup hardware manufacturers specifications.
- Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

Municipality may review and amend this requirement at any time to keep pace with changes in technology and equipment.

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

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

In the absence of a data protection policy, annexed to this tender the following minimum data collection specifications will apply to the appointed Tenderer/s.

## 19.2 DATA TRANSFER

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

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

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

Tenderer may utilise optical based media technology for archiving purposes.

Tenderer may utilise optical based media technology for data presentation.

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

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

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

## 19.3 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.

## 20. KEY TASK FUNCTIONS

Tenderers will be required to follow the stages set out below and adhere to the following deadlines;

STAGE	DESCRIPTION	DEADLINE DATE	Guide line periods		
			Type A large municipality	Type B medium municipality	Type C small municipality
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.		6-8 months	3-4 months	2 months
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc		12-18 months	8-12 months	3 months
3	Compiling of valuations		6 months	4 months	2 months
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation		2-3 months	1-2 months	1 month

5	Submission of draft roll				Municipality may at their option require a draft roll to assist in the determination of their tariffs or to internally monitor the standard of the valuation roll. If required they may require Tenderer to correct the draft roll prior to submission of the certified roll
6.	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the municipality	1-2 months	1 month	2 -4 weeks	
7	Objections process as per Act				



STAGE	DESCRIPTION	DEADLINE DATE	Guide line periods		
			Type A large municipality	Type B medium municipality	Type C small municipality
8	Valuation appeal board hearing				
9*	Attending to all valuation enquiries				

## 21. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

Accurate data collection is critical during the duration of the entire contract. Tenderers 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

## 22. MINIMUM REQUIREMENTS PER STAGE:

### Stage 1: DOCUMENTATION

Obtain the following:

- a. Copy of current valuation roll
  - b. All supplementary valuation rolls
  - c. Cadastre information
  - d. Aerial photographs if supplied by municipality
- Bulk Deeds download.

Download all data onto Tenderers valuation system and create property master.

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

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

Order aerial photographs if not supplied by Municipality.

## 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: MONITORING OF VALUATIONS:

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

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:

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: SUBMISSION OF ALL DATA TO MUNICIPALITY:

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

### 23. PUBLIC PARTICIPATION AND AWARENESS:

The Tenderer will be required to attend meetings in regard to the rate policy as well as being involved in public awareness relating to the valuation process.

The Tenderer will 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.

The Tenderer will be required to manage the entire Public Participation and Awareness campaign in terms of the various Acts.

The Tenderer must provide a comprehensive submission and project plan on the proposed Public Participation events, municipal management and political leaders required to assist in such events.

### 24. METHODS OF PAYMENT:

The Municipality will pay Tenderer on a progress basis measured against performance of each stage during the compilation of the valuation roll.

STAGE NO.	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	10%	?	
2	Data collection	10%		?
3	Valuation compilation	20%		?
4	Internal monitoring	-		
5	Submission Draft Roll	15%	?	
6	Submission of certified roll and supporting data to Municipality and issue by Municipality of delivery certificate	15%	?	
7	Objection process	10%	?	

8	Valuation appeal board hearing	10%	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.	
9	Updating of submitted data to Municipality and issue by Municipality of final delivery certificate	10%	?	
		<b>100%</b>		

**25. SCHEDULE OF FEES**

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

**EVALUATION CRITERIA**

**26. Evaluation of Tenders**

Tenderers will be pre- evaluated in terms of critical requirements and functionality of the tender submissions. Tenderers that do not conform to ALL of the minimum requirements and functionality will be deemed not responsive and only those bidders who adhere, satisfy and fore fill ALL of the core requirements and functionality will be evaluated further in terms of price and specific goals points specified for tender.

<b>PRE – QUALIFICATION CRITERIA</b>		
1.1 Curriculum Vitae (CV) of the Team Members and related Qualification.		
1.2 Bidders must provide traceable records (appointment letters) in providing general valuation roll for local municipalities		
<b>1.3 Proof of registration with SACPVP</b>		
1.4 All bidders must attend the compulsory briefing session 1.5 Bidders must attach signed declaration of interest forms attached to the tender document 1.6 Company Registration Certificates 1.7 letter from SARS with a valid Pin code 1.8 Power of Attorney if applicable 1.9CSD summary report 1.10 Proof of shareholder’s disability if applicable 1.11 Each page must be initialized 1.12Proof of municipal account not in arrears for more than 3 months/letter from the tribal office/ lease agreement 1.13 Bidders must have <b>GIS</b> in place 1.14 Bidders must provide letter of intention as proof of Professional Indemnity Insurance		

<b>FUNCTIONALITY CRITERIA</b>	<b>80</b>	<b>100</b>
<ul style="list-style-type: none"> <li>- The criteria is 80/20 where 80 is for price and 20 for will be allocated based on the specific goals points specified for tender</li> <li>- The minimum score for functionality will be 60%, bidders who score below 60% will not be considered for further evaluation</li> </ul>		
<b>Experience and qualifications</b>		

<p>1.1 Experience and Qualification of Senior Management. The CV's and qualification certificates of the senior management must be attached as proof to earn points.</p> <p>experience with recognized Degree in Property <b>Valuation and Proof of registration with SACPVP =40</b></p> <p>1-3 years =10</p> <p>3-5 years = 30</p> <p>6 years and above 40</p> <p>1.2 Traceable <b>record (appointment letters and completion certificates)</b> in providing valuation roll for local government.</p> <p>less than 5 records = <b>5 points</b></p> <p>5 – 10 records = <b>20 points</b></p> <p>&gt;10 records = <b>30 points</b></p> <p>1.3 <b>Methodology = 20 points</b></p> <p>Description of the detailed plan = <b>20 points</b></p> <p>Execution of the plan = <b>10 points</b></p> <p>No detailed plan = 0 points</p> <p>1.4 <b>Bank rating = 10 points</b></p> <p>A = 10</p> <p>B = 5</p> <p>C = 3</p> <p>D = 1</p>		
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- Final proposal will be evaluated on the basis of the PPPFA 80/20 points system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points specified for tender

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS (80/20 SYSTEM)</b>
1	20
100% Black =18	
Disability/Youth/military Veteran =2	
2	18
At least 51% Black Owned =16	
Disability/Youth/Military Veteran =2	
4	
Less than 51% Black owned 14	16
Disability/Youth/Military Veteran =2	

For Tenderers to be considered for the next phase of evaluation, they must achieve a minimum rating of 60% under this paragraph.

The Municipality will refer the tenders after this evaluation process to the relevant tender

committee for further adjudication and consideration.

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

## 27. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

This section will only apply if required by the Municipality. If the Tenderer is required to provide a GIS, the following will be the minimum requirements and specifications of such a system.

### 27.1. GENERAL DESCRIPTION OF SERVICE

The Tenderer will employ a GIS in a supportive role to:

- Identify and describe the cadastral boundaries of each property within the municipal area;
- Guide Valuation Inspectorate to the sites to be inspected;
- Balance the properties of the municipal area with the entries registered in the Deeds Office as well as the Surveyor-General;
- Display geo-referenced aerial photographs of the area so as to provide the Valuer with a clear picture of the subject properties;
- Maintain the cadastral data during the maintenance period so as to reflect the properties contained in the valuation roll at all times.

## 27.2. GIS DATA STANDARDS

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

- 27.2.1. All GIS data will be available in a format compatible with the GIS of the Ba-Phalaborwa Municipality (if applicable);
- 27.2.2. Cadastral data will be available in geographic coordinates on the WGS84 datum;
- 27.2.3. The sizes of cadastral entities represented by means of the GIS, shall match the registered size of such properties, subject to a deviation of acceptable tolerance;
- 27.2.4. A copy of all aerial photography used by Tenderer will be provided to Municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll;
- 27.2.5. Municipality must state the maximum age of aerial photography and/or satellite imagery to be used. As a guide line where no spatial data base representing footprints of buildings is available, older aerial photographs which are more economical to obtain can be used. However, where aerial photographs are required to detect changes in the data from year to year, only new photographs can be used.
- 27.2.6. Despite the age of the aerial photography used in the valuation process, it remains the responsibility of the Tenderer to ensure that the data reflected on the valuation roll is an accurate and true reflection as at date of valuation of what is found on the properties comprising the roll. Tenderers must therefore use ground control measures to verify and confirm the results obtained from aerial photography.
- 27.2.7. The GIS shall be fully compatible with the Tenderers valuation system. As well as being compatible with the municipal system.



27.3. SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

The Bidder is required as a condition of tender to supply and use aerial photography/imagery in the fulfilment of this tender.

The Bidder is required as a condition of the tender to supply and use aerial photography/imagery in the fulfilment of this tender.

Photography/Satellite imagery:

- Must be recent and updated continuously during the appointment period.
- Must be available to the officials of the municipality in a user friendly format.
- Must form part of the GIS system and incorporated to in the GIS application used.
- Application used must be able to display GIS data base info in the cadastre incorporating imagery.

The Bidder must demonstrate in its submission the use of the GIS and imagery.

## SCHEDULE 1 (A)

### AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

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

**FULL NAMES**

**I.D. NUMBER**

**PROFESSIONAL QUALIFICATIONS**

**PROFESSIONAL REGISTRATION NO**

**(Attach certified copy of certificate)**


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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

<b>NAME OF MUNICIPALITY</b>	<b>DATE OF VALUATION ROLL</b>	<b>CONTACT PERSON</b>	<b>PHONE NO</b>

**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 conditionsthereof and fully understand the content and implication of all such conditions.

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20

\_\_\_\_\_  
SIGNATURE: NOMINATED PERSON AS  
MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at \_\_\_\_\_ on the .....day of..... 20 \_\_\_\_\_

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

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

## SCHEDULE 1 (B)

### **AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER**

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

**FULL NAMES**

**I.D. NUMBER**

**PROFESSIONAL QUALIFICATIONS**

**PROFESSIONAL REGISTRATION NO**

**(Attach certified copy of certificate)**


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

.....

.....

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

.....

.....

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

<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

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

<b>NAME OF MUNICIPALITY</b>	<b>DATE OF VALUATION ROLL</b>	<b>CONTACT PERSON</b>	<b>PHONE NO</b>

**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 conditionsthereof 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 \_\_\_\_\_ 20

\_\_\_\_\_  
SIGNATURE: NOMINATED PERSON AS  
SUBSTITUTE MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at \_\_\_\_\_ on the .....day of..... 20 \_\_\_\_\_

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

## SCHEDULE 2(A)

### AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

**FULL NAMES**

**I.D. NUMBER**

**PROFESSIONAL QUALIFICATIONS**

**PROFESSIONAL REGISTRATION NO**  
**(Attach certified copy of certificate)**


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

.....

.....

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

.....

.....

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

<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

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

<b>NAME OF MUNICIPALITY</b>	<b>DATE OF VALUATION ROLL</b>	<b>CONTACT PERSON</b>	<b>PHONE NO</b>

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 conditionsthereof and fully understand the content and implication of all such conditions.

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20

\_\_\_\_\_  
SIGNATURE: ASSISTANT NOMINATED  
MUNICIPAL VALUER NO. 1

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at \_\_\_\_\_ on the .....day of..... 20\_\_\_\_\_

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

## SCHEDULE 2(B)

### AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

**FULL NAMES**

**I.D. NUMBER**

**PROFESSIONAL QUALIFICATIONS**

**PROFESSIONAL REGISTRATION NO**  
**(Attach certified copy of certificate)**


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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

--	--	--	--	--

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

<b>NAME OF MUNICIPALITY</b>	<b>DATE OF VALUATION ROLL</b>	<b>CONTACT PERSON</b>	<b>PHONE NO</b>

**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 conditionsthereof and fully understand the content and implication of all such conditions.

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20

\_\_\_\_\_  
SIGNATURE: ASSISTANT NOMINATED  
MUNICIPAL VALUER NO. 2

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at \_\_\_\_\_ on the .....day of..... 20\_\_\_\_\_

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

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

## SCHEDULE 2(C)

### AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

**FULL NAMES**

**I.D. NUMBER**

**PROFESSIONAL QUALIFICATIONS**

**PROFESSIONAL REGISTRATION NO**  
**(Attach certified copy of certificate)**


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

.....

.....

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

.....

.....

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

<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>

--	--	--	--	--





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

<b>NAME OF MUNICIPALITY</b>	<b>DATE OF VALUATION ROLL</b>	<b>CONTACT PERSON</b>	<b>PHONE NO</b>

**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 conditionsthereof and fully understand the content and implication of all such conditions.

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20

\_\_\_\_\_  
SIGNATURE: ASSISTANT NOMINATED  
MUNICIPAL VALUER NO. 3

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at \_\_\_\_\_ on the .....day of..... 20\_\_\_\_\_

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

## SCHEDULE 2(D)

### AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

**FULL NAMES**

**I.D. NUMBER**

**PROFESSIONAL QUALIFICATIONS**

**PROFESSIONAL REGISTRATION NO**  
**(Attach certified copy of certificate)**


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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

--	--	--	--	--



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

<b>NAME OF MUNICIPALITY</b>	<b>DATE OF VALUATION ROLL</b>	<b>CONTACT PERSON</b>	<b>PHONE NO</b>

**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 conditionsthereof and fully understand the content and implication of all such conditions.

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20

\_\_\_\_\_  
SIGNATURE: ASSISTANT NOMINATED  
MUNICIPAL VALUER NO. 4

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at \_\_\_\_\_ on the .....day of..... 20 \_\_\_\_\_

TO BE STAMPED BY  
JUSTICE OF PEACE/COMMISSIONER OF OATHS

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



DETERMINATION OF

FEES

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

Tenderers 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>	Fixed tender amount  Lump Sum	R	Price evaluation will be based on the fixed tender amount as per 1 of this schedule and the individual rates of item 1.1 to 1.14 hereunder being equal the fix tender amount.  The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.14 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.14
		<b>Rate per entry incl vat</b>		
1.1	Residential			
1.2	Sectional title units - residential			
1.3	Low income housing - residential			
1.4	Industrial			
1.5	Sectional title units - industrial			
1.6	Business and commercial			
1.7	Sectional title units – business and commercial			
1.8	Agricultural			
1.9	Specialised properties, e.g. airports, hospitals, hotels, mining, petrol filling stations, shopping centres, etc.			
1.10	Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc.			

1.11	Vacant Land			
1.12	Township owner interest accounts including unregistered erven comprising the townships			
1.13	Public service infrastructure			
1.14	Any other property type as specified by the municipality			
2.1	<b>Supplementary valuations</b> Monthly option		Monthly incl vat	Municipality to define in terms of paragraph 14 the functions and data it will provide during the supplementary phase of the tender.
	Year 1		R	
	Year 2		R	

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
	Year 3		R	
	Year 4		R	
2.2	Entry option	Rate per entry incl vat		
3	<b>Objections:</b>			
3.1	quasi court attendance and preparation if required by Municipality	Per day incl vat		
3.2	Section 51 compliance		nil	Part of compilation fee
3.3	Section 53 (3)	Per reason incl vat		
4.1	<b>Appeals Board Hearings:</b> Preparation and consultations with professionals appointed by the Municipality for specific appeals	Per hour incl vat		
4.2	Attendance at Appeal Boardhearing	Per day incl vat		
5	<b>Data collection</b>	Fixed fee incl vat		Tenderer to refer to what is required under paragraph 14 hereof
6	<b>Public awareness</b>	Fixed fee incl vat		
7	<b>Valuations other than forrating purposes</b>	State the basis offees incl vat		
8	<b>Consultations</b>	Hourly rate inclvat		
9	<b>Valuation enquiries</b>	Fixed fee incl vat		
10	<b>Travelling expenses for valuations</b> other than for ratingand for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl vat		
11	<b>Disbursements for valuations</b> other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl vat		
12	<b>Additional copies of valuation roll</b>	Per additional copy incl vat		

OPTION TO EXTEND THIS CONTRACT

Municipality shall, subject to Tenderer having complied with all of the terms and conditions of this tender to the satisfaction of the Municipality and subject to them having issued a final delivery certificate have the right to extend this tender for a further period as follows:

For the financial years 1 July 20\_\_\_\_\_to 30 June 20\_\_\_\_\_

Supplementary valuations for the following periods:

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

1 July \_\_\_\_\_ to 30 June \_\_\_\_\_

In the event of Municipality wishing to either extend or not exercise this option they shall advise Tenderer in writing of their decision by not later than the .....day of .....20\_\_

**Schedule of fees applicable during the option period**

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1	<b>Valuation Roll</b>	Fixed tender amount  Lump Sum	R	Price evaluation will be based on the fixed tender amount as per 1 of this schedule and the individual rates of item 1.1 to 1.14 hereunder being equal the fixed tender amount.  The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.14 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.14
		<b>Rate per entry incl vat</b>		
1.1	Residential			
1.2	Sectional title units residential			
1.3	Low income housing -residential			
1.4	Industrial			
1.5	Sectional title units - industrial			
1.6	Business and commercial			

1.7	Sectional title units – business and commercial		
1.8	Agricultural		
1.9	Specialised properties, e.g. airports, hospitals, hotels, mining, petrol filling stations, shopping centres, etc.		

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1.10	Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc.			
1.11	Vacant Land			
1.12	Township owner interest accounts including unregistered erven comprising the townships			
1.13	Public service infrastructure			
1.14	Any other property type as specified by the municipality			

2.1	<b>Supplementary valuations</b> Monthly option		Monthly incl vat	
	Year 1		R	Municipality to define in terms of paragraph 14 the functions and data it will provide during the supplementary phase of the tender.
	Year 2		R	
	Year 3		R	
	Year 4		R	
	Year 5		R	
2.2	Entry option	Rate per entry incl vat		
3	<b>Objections:</b>			
3.1	quasi court attendance and preparation if required by Municipality	Per day incl vat		
3.2	Section 51 compliance		nil	Part of compilation fee
3.3	Section 53 (3)	Per reason incl vat		
4.1	<b>Appeals Board Hearings:</b> Preparation and consultations with professionals appointed by the Municipality for specific appeals	Per hour incl vat		
4.2	Attendance at Appeal Boardhearing	Per day incl vat		
5	<b>Data collection</b>	Fixed fee incl vat		Tenderer to refer to what is required under paragraph 14 hereof
6	<b>Public awareness</b>	Fixed fee incl vat		
7	<b>Valuations other than forrating purposes</b>	State the basis offees incl vat		
8	<b>Consultations</b>	Hourly rate inclvat		

9	<b>Valuation enquiries</b>	Fixed fee incl vat		
10	<b>Travelling expenses for valuations</b> other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl vat		

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
11	<b>Disbursements for valuations</b> other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl vat		
12	<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 recognized 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.

SCHEDULE 6

HUMAN

RESOURCES

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

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

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

--	--	--	--	--

## SCHEDULE 7

### PROJECT WORK PLAN

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

Work  
definition  
Work  
flow  
Timelines  
Deadlines

Note the above schedule will together with the Key Task Functions under paragraph 18 hereof become the basis upon which the municipality will monitor the Tenderers progress and Municipality shall be entitled to take action against Tenderer if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 7 hereof.

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

## SCHEDULE 8

### PROOF OF INSURANCE COMPLIANCE

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

**SCHEDULE 9**

**TAX CLEARANCE CERTIFICATE**

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





**SCHEDULE 10**

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

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



## SCHEDULE 11

### **PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS**

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







## SCHEDULE 12

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

## SCHEDULE 13

### **STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE**

Tenderer should indicate under **Schedule 13** any item and/or additional service that will be included in the tender.

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

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

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



**COMPULSORY MUNICIPAL BID DOCUMENTS**

**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*


**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	

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

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 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: .....

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2. Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state?       **YES / NO**
  - 3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;

- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.  
.....  
.....

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

3.11.1 If yes, furnish particulars  
.....  
.....  
.....

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

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company’s directors?  
Trustees, managers, principle shareholders or stakeholders  
In service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.  
.....

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders or stakeholders of this company have any interest in any other related companies or

business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**



.....  
**Capacity**

.....  
**Name of Bidder (Company)**

## MBD 6.1

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

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

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

---

#### 1. GENERAL CONDITIONS

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

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

1.2 **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 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)} \end{array}$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. 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]

4.6. 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:** .....

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE: .....	



**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

<b>ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>BRAND</b>	<b>DELIVERY PERIOD</b>	<b>TOTAL PREFERENCE POINTS CLAIMED</b>	<b>POINTS CLAIMED FOR EACH SPECIFIC GOAL</b>

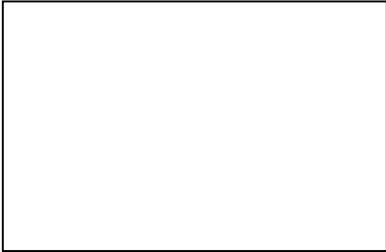
- 4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



<b>WITNESSES</b>	
1.	.....
2.	.....
DATE	.....

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

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

- (iv) Bidding documents, viz
  - Invitation to bid;
  - Proof of tax compliance status;
  - Pricing schedule(s);
  - Filled in task directive/proposal;
  - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
  - Declaration of interest;
  - Declaration of Bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
- (v) General Conditions of Contract; and
- (vi) Other (specify)

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

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
.	
2	.....
.	
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS<sup>1</sup>

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

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

- (vii) Bidding documents, viz
  - Invitation to bid;
  - Proof of tax compliance status;
  - Pricing schedule(s);
  - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
  - Declaration of interest;
  - Declaration of Bidder’s past SCM practices;
  - Special Conditions of Contract;
- (viii) General Conditions of Contract; and
- (ix) Other (specify)

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

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

17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.

---

<sup>1</sup> “Tender for income-generating contracts” has the same meaning as defined in the Preferential Procurement Regulations, 2022.

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

3. ....

DATE: .....

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

- 7. I..... in my capacity as..... accept your bid under reference number .....dated.....for the leasing of property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
  
- 8. I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of the contract.

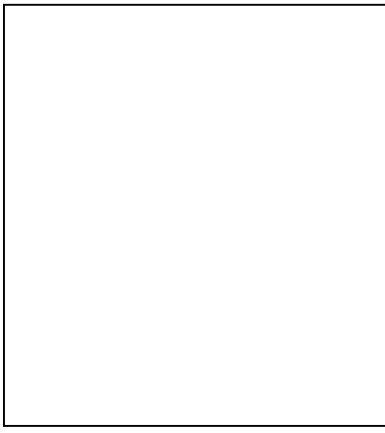
ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP 

WITNESSES

3. ....

4. ....

DATE .....



## MBD 8

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

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

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p><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.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

**CERTIFICATION**

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

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

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

.....

.....

**Signature**

**Date**

.....

.....

**Position**

**Name of Bidder**

**MBD 9            CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and  
Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

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

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

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.
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.**

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



**BA-PHALABORWA MUNICIPALITY**

**Fraud and Corruption Declaration Form**

I (*Name*) \_\_\_\_\_ duly authorized to act on behalf of (*Company name*)  
\_\_\_\_\_ hereby declare to Ba-Phalaborwa Municipality that the company:

- a. it has declared to Ba-Phalaborwa Municipality any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
- b. None of the directors of the company is employed by the state;
- c. The company is not blacklisted by the national treasury;
- d. Has not negotiated or tried to negotiate with any municipal official to try to gain information or preference to win the bid, if found the bidder's details will be submitted to national treasury for blacklisting of the company;
- e. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
- f. all the information submitted in the bid is truthful and there is no misrepresentation;
- g. it adheres to the Prevention and Combating of Corrupt Activities Act 12 of 2004;
- h. it is solvent and in a position to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by Ba-Phalaborwa Municipality;
- i. it has zero tolerance to Fraud and Corruption and has appropriate procedures in place to prevent and respond to Fraud and Corruption in line with the legislation.

The Company understands that a false statement or failure to disclose any relevant information

which may impact upon Ba-Phalaborwa Municipality's decision to award a contract may result in the disqualification of the company from the bidding exercise and/or the withdrawal of any offer of a contract with Ba-Phalaborwa Municipality. Furthermore, in case a contract has already been awarded, Ba-Phalaborwa Municipality shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which the municipality may have by contract or by law.

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**Company Name:**

.....

**Name and Title of duly authorized representative**

Name: .....

Date: ..... Title: .....

Signature: .....

**Witness**

Name: ..... Signature ..... Date: .....

