SIYANCUMA MUNICIPALITY

TENDER NO		**SIYA07/2024**	
TENDER DESCRIPTION		**THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY2025 TO 30 JUNE 2030**	
CLOSING TIME	**12H00**	**CLOSING DATE**	**24 May 2024**
Tender Box: SUPPLY CHAIN MANAGEMENT UNITFINANCE BUILDING SIYANCUM ADOUGLAS 8365		**NB:** 1. All bids must be submitted on the officialforms (not to be re-typed 2. Bids must be completed in black inkinwriting 3. No bids will be considered from personsin the service of the state	
Name of Bidder:			
Total Bid Price (Refer to pricing schedule on page 33)			
B-BBEE Status Level of Contributor			
Preference Points Claimed:			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Prepared and Issued by: Directorate: Finance Supply Chain Management Unit Siyancuma Municipality PO Box 27. DOUGLAS,8730		**For enquiries, contact: Mrs. PJE Bloemat** **053 2981810 or** **flippie.bloem@siyancuma.co.za**	

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PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document:

DOCUMENT	YES	NO
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?		
MBD 2 - Tax Clearance Certificate Is an original or certified copy of a valid Tax Clearance Certificate attached?		
MBD 4 (Declaration of Interest) Is the form duly competed and signed?		
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a certified copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?		
MBD 6.2 (Local Production and Content) Is the form duly completed and signed?	n/a	n/a
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?		
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?		
Specifications Is the form duly completed and signed?		
Functionality Is the form duly completed and signed?		
Pricing Schedule Is the form duly completed and signed?		
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?		
DATA BASE REGISTRATION Is the form duly completed and signed? Are all the supporting documents attached?		
Declaration of Tenderer Is the form duly completed and signed?		
Form of Offer and Acceptance Is the form duly completed and signed?		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SIYA 07/2024: THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2025 TO 30 JUNE 2030

Bids are invited from suitable service for the compilation of General Valuation Roll and Supplementary Valuation Rolls and maintenance for the financial years 1 July 2025 to 30 June 2030

The physical address for collection of tender documents is **Supply Chain Management Unit, Siyancuma Municipality, Charl Cilliers Street, Douglas,8730.**

A receipt for a non-refundable deposit of **R 535.00** payable by EFT or cash in favour of Siyancuma Municipality is required on collection of the tender document. Tender documents can be obtained from the following address: www.siyancuma.co.za and the E tender portal at no cost.

Technical enquiries relating to the tender documents may be addressed to: Mrs PJE Bloem, Tel 053 298 1810 or e-mail flippie.bloem@siyancuma.co.za.

The closing time for submission of bids is **12h00** on, **Friday 24 May 2024.** Bids must be sealed in an envelope clearly marked with the bid number and title given above, and placed in the **bid box at the Supply Chain Management Unit, Siyancuma Municipality, Charl Cilliers Street, Douglas,8730** before the latter time and latest date. Telephonic, facsimile, e-mail and late bids will not be accepted. Bids must remainvalid for a period of ninety 90) days after the closing date of the bid. Siyancuma Municipality reserves its right to extend the validity period,should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.

The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum functionality score of 70 out of 100 points for functionality in order to be evaluated further. The functionality criteria and weighting is set out in the tender document.

Bids will be opened on the same day at the Supply Chain Management Section at 12h05. Late or unmarked bids will not be considered.

Bids may only be submitted on the bid documentation that is issued.

Bids will be evaluated according to the **80/20** points system. The bids are subject to the Siyancuma Municipality's Supply Chain Management Policy, Preferential Procurement Policy Framework Act 5 of 2000, and the Preferential Procurement Regulations 2022.

The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.

Further requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Document.

MR. X.S GECO
ACTING MUNICIPAL MANAGER
SIYANCUMA MUNICIPALITY
CHARL CILLIER STREET

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	SIYA 07/2024	CLOSING DATE:	24 May 2024	CLOSING TIME:	12H00
DESCRIPTION	SIYA 07/2024: THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2025 TO 30 JUNE 2030				
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*

Siyancuma Municipality
Charl Cillier Street
Douglas
8730

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes ☐ No ☐		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes ☐ No ☐	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER	……		**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Finance	CONTACT PERSON	
CONTACT PERSON	PJE Bloem	TELEPHONE NUMBER	
TELEPHONE NUMBER	053 2981810	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 COUNCIL'S SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICIES, THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PROCUREMENT REGULATIONS, 2022. POINTS WILL BE ALLOCATED FOR THE FOLLOWING SPECIFIC GOALS: (a) CONTRACTING WITH PERSONS, OR CATEGORIES OF PERSONS, HISTORICALLY DISADVANTAGED BY UNFAIR DISCRIMINATIION ON THE BASIS OF RACE, GENDER OR DISABILITY,AND (b) PROMOTION OF ENTERPRISES LOCATED IN THE MUNICIPAL AREA (WC053).
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:……..

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3. AUTHORITY TO SIGN A BID

1. Sole Proprietor (Single Owner Business) and Natural Person

1.1 I,_____, the undersigned, hereby confirm that Iam the sole owner of the business trading as _____

OR

1.2 I,_____, the undersigned, hereby confirm that I amsubmitting this tender in my capacity as natural person.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. Companies and Close Corporations

2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		**2.**	
3.		**4.**	
5.		**6.**	
7.		**8.**	
9.		**10.**	
Is a certified copy of the resolution attached?		**YES**	**NO**
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3. Partnership

We the undersigned partners in the business trading as_____hereby authorise Mr/Mrs_____to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. Consortium

We the undersigned consortium partners, hereby authorise_____(Name of entity) to act as lead consortium partner and further authorise Mr/Ms_____to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS		
1.1	**Closing Time**	Means the date and hour specified in the bidding documents for the receipt of bids.
1.2	**Chief Executive Officer**	Means the CEO of the organisation or his/her duly authorised representative
1.3	**Contract**	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
1.4	**Contract Price**	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.5	**Corrupt Practice**	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.6	**Countervailing duties**	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
1.7	**Country of origin**	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.8	**Day**	means calendar day.
1.9	**Delivery**	means delivery in compliance of the conditions of the contract or order.
1.10	**Delivery ex stock**	means immediate delivery directly from stock actually on hand
1.11	**Delivery into consignees store or to his site**	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.12	**Dumping**	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.13	**Force Majeure**	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.14	**Fraudulent Practice**	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.15	**GCC**	Means the General Conditions of Contract
1.16	**Goods**	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.17	**Imported Content**	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.18	**Letter of Acceptance**	Means the written communication by the organisation to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract.

1.19	**Local Content**	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.20	**Manufacture**	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.21	**Order**	means an official written order issued for the supply of goods or works or the rendering of a service.
1.22	**Project Site**	where applicable, means the place indicated in bidding documents.
1.23	**Purchaser**	means the organization purchasing the goods.
1.24	**Republic**	Means the Republic of South Africa
1.25	**SCC**	Means the Special Conditions of Contract
1.26	**Services**	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.27	**Signature Date**	Means the date of the letter or acceptance
1.28	**Tender**	Means an offer to supply goods/services to the organisation at a price
1.29	**Tenderer**	Means any person or body corporate offering to supply goods/services to the Organization
1.30	**Written or In Writing**	means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

5.1	The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance**.**
5.2	The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

6.1	The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
6.2	When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality

7. PERFORMANCE SECURITY	
7.1	Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

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

10. DELIVERY AND DOCUMENTS	
10.1	Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES	
13.1	The provider may be required to provide any or all of the following services, including additional services, if any: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. SPARE PARTS	
14.1	As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: 1. such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and 2. in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

18. INCREASE / DECREASE OF QUANTITIES	
18.1	In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. CONTRACT AMENDMENTS

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

20. ASSIGNMENT

20.1	The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. SUBCONTRACTS

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

22. DELAYS IN THE PROVIDER'S PERFORMANCE

22.1	Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract
22.2	If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
22.3	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
22.4	Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
22.5	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. PENALTIES

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

24. TERMINATION FOR DEFAULT

24.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
24.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

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

26. FORCE MAJEURE	
26.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that hi delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
26.2	If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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

28. SETTLEMENT OF DISPUTES	
28.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
28.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
28.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
28.4	Notwithstanding any reference to mediation and / or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract

29. LIMITATION OF LIABILITY	
29.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

31. APPLICABLE LAW	
31.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. NOTICES	
32.1	Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
32.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. TAXES AND DUTIES	
33.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

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

34. TRANSFER OF CONTRACTS	
34.1	The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

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

5. MBD 2 - TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

2.1 In order to meet this requirement bidder are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally.

2.2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

2.3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

2.5 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za

2.6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

6. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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, shareholder etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	

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

(a) member of –
i. any municipal council;
ii. any provincial legislature; or
iii. the national Assembly or the national Council of provinces;
(b) member of the board of directors of any municipal entity;
(c) official of any municipality or municipal entity;
(d) employee of any national or provincial department, national or provincial public entity or constitutional institution within

3.6.	**VAT Registration Number**		
3.7.	**Are you presently in the service of the state?**	**YES**	**NO**
3.7.1	If so, furnish particulars:		
3.8	**Have you been in the service of the state for the past twelve months?**	**YES**	**NO**
3.8.1	If so, furnish particulars		
	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**
3.9.1	If so, furnish particulars:		
3.10	**Are you aware of any relationship (family, friend, other) between a 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**
3.10.1	If so, furnish particulars		
3.11	**Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?**	**YES**	**NO**
3.11.1	If so, furnish particulars:		
3.12	**Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?**	**YES**	**NO**
3.12.1	If so, furnish particulars:		

4. DECLARATION

I, the undersigned (name)_____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

(f) employee of Parliament or a provincial legislature.

7. MBD 6.1 PROCUREMENT REGULATIONS 2022 – PURCHASES / SERVICES (80/20)

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 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).

1.1 The value of this bid is estimated not to EXCEED R50, 000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

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.

(c) To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.4 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.

1.5 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 concess ion 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).

2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps_{max} = 80\left(1 + \frac{Pt - P}{Pmax}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the 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)
Historically disadvantaged		10		
Locality		10		
Price		80		

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: ……

……

……

……

8. MBD 6.2 – DECLARATION CERTIFICATE LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1.

1.2.

1.3. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) Make provision for the promotion of local production and content.

1.4. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.5. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.6. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.7. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.8. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

LC = 1 x 100

Where
x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.9. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **"bid"** includes advertised competitive bids, written price quotations or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services , works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs

abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No. _____

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

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned,_____(full names), do hereby declare, in my capacity as_____of_____(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE		**DATE:**	
WITNESS 1:		**WITNESS 2:**	
DATE:		**DATE:**	

9. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? *(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).*	**Yes**	**No**
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).*	**Yes**	**No**
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	**Yes**	**No**
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	**Yes**	**No**
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	**Yes**	**No**
4.7.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

10. MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD 9) must form part of all bids[2] 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).[3] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

    a. take all reasonable steps to prevent such abuse;

    b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

    c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

SIYANCUMA MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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

[2] *Includes price quotations, advertised competitive bids, limited bids and proposals.*

[3] *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.*

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 [4] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   f) bidding with the intention not to win the bid.

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

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

10. 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

[4] *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.*

11. Payment of Municipal Services

NAME OF THE BIDDER: _____

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

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

NB: **Please attach** Municipal account / lease agreement

I,_____,
(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / w have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards **a Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at_____, on the _____

_____day of_____20_____.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	

		(PRINT):	
		FIRM:	

For office use (comments):

PART B – SPECIFICATIONS AND PRICING SCHEDULE

12.1 SPECIFICATIONS

SIYANCUMAMUNICIPALITY	
TENDER SPECIFICATIONS	
Tender Number:	**SIYA 07/2024**
Tender Description:	**THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2025 TO 30 JUNE 2030**

1. BACKGROUND

The Siyancuma Municipality invites bids from experienced and suitably qualified valuers for THE COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2025 TO 30 JUNE 2030.

2. CURRENT STATE

.

The date of valuation as determined by the municipality in terms of the Local Government: Municipal Property Rates Act No.6 of 2006, is 1 July 2024

3. SCOPE OF WORK

3.1. The Siyancuma Municipality invites bids from experienced and suitably qualified Valuers for THECOMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2025 TO 30 JUNE 2030 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004), for all areas within its area of jurisdiction including all sectional title schemes.

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

3.3. Tenderer(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period 1 July 2025 to 30 June 2030.

3.4. The service provider will be appointed from 01 July 2024 for the execution of the Tender for the period 1 July 2025 until 30 June 2030.

3.5. In addition to compiling the said valuation rolls, Bidder's / nominated persons may be required to assist municipality in:-

(1) Provide input into the Rates Policy in terms of valuation related matter.
(2) Community Participation and Public Awareness relating to the valuation and objection process.
(3) Attending to Valuation Enquiries on behalf of the Municipality.
(4) The Tenderer will be expected to operate and manage a support office in the Siyancuma Municipal Area for the duration of the tender period.

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

(1) Valuation of different categories of properties in terms of Section 8(2).

(2) Valuation of multiple purpose properties in terms of Section 9 and the review thereof, if so required by the municipality.

(3) Supply a list of exempted properties per category in terms of Section 15.

(4) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.

(5) Compliance with the provisions of Section 30.

(6) Compile the valuation rolls as at date of valuation in terms of Section 31.

(7) Comply fully with Section 34 - Functions of Municipal Valuer.

(8) Section 36 - Data Collectors. Assume responsibility for their performance.

(9) Comply with Section 37 - Delegation where applicable and if necessary.

(10) Comply with Section 39 - Qualifications of Municipal Valuers.

(11) Comply with Section 40 - Prescribed Declarations.

(12) Comply with Section 41 - Inspection of property within defined days and times.

(13) Comply with Section 42 - Access to Information.

(14) Comply with Section 43 - Conduct of Valuers.

(15) Comply with Section 44 - Protection of information.

(16) Comply with Section 45 - Valuation methodology, notwithstanding the prescriptions of section 45 (2)(a), physical inspection of properties is compulsory.

(17) Comply with Section 46 - General basis of valuation.

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

(19) Comply with Section 48 - Content of valuation roll including any additional information that the municipality may require in terms of this Bid.

(20) Comply with Section 49 – Submission of certified valuation roll –.

(21) Comply with Section 51 - Processing of objections, if so required by municipality.

(22) Comply with Section 52(1) and (3) - Compulsory review.

(23) Comply with Section 53 – Notification of outcome of objections and furnishing of reasons. In addition to the prescriptions of section 53 also provide the municipal manager with a copy of such reasons within 30 days after the objection period has closed.

(24) Comply with Section 69 - Decision of Valuation Appeal Board and Section 34(f).

(25) 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.

(26) Comply with Section 81 & 82 of the Act. Bidder(s) / Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is compatible with the council's system, easy to read, understand and interpret.

3.7. Tenderer will be required to comply with the requirements of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof.

4. APPLICABLE LEGISLATION & POLICIES

4.1. Municipal Finance Management Act, 56 of 2003

4.2. Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004)

4.3. Preferential Procurement Policy Framework Act

4.4. Promotion of Access to Information Act, Act 2 of 2000

4.5. Local Government: Municipal Property Rates Regulations

4.6. Supply Chain Management (SCM) Regulations

4.7. Preferential Procurement Regulations, 2022

4.8. Siyancuma Municipality Supply Chain Management Policy Incorporating Preferential Procurement

5. APPLICABLE STANDARDS AND SPECIFICATIONS

5.1. No Additional Standards

6. DEFINITIONS

6.1. Date of Valuation:	shall mean the Date of Valuation as determined by municipality in terms of the Act- **1 JULY 2024**
6.2. Date of Draft Submission:	shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs;
6.3. Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);
6.4. Specialised Properties:	Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing

		properties and include inter alia the following type of properties: • Quarries • Provincial and/or State buildings such as Courts, Prisons etc. • Hotels • Conference Centres • Private Hospitals • Factories • Residential Golf and Polo Estates in Rural areas Bidder 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. 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;
6.5.	Data and Information:	includes valuations, calculations, spread sheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;
6.6.	Data Ownership:	all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;
6.7.	Data Transfer:	all data utilised and/or collected by the Tenderer including that of the data capturers, will be transferred by the Tenderer to the municipality on a **monthly** basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format which reconciles with any hardcopy information supplied.
6.8.	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 on-going 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 on-going 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 Bid and shall continue for the full duration hereof.

7. INVALID TENDERS

7.1 Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a tenderer whose is considered by the Bid Evaluation committee to be invalid and eliminated from further evaluation for any of the following reasons:

7.1.1 The nominated valuer and assistant Valuers are not registered as Professional Valuers or Professional Associated Valuers in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000).

7.1.2 The nominated Valuers must all have a valid certificate from the South African Council for the Property Valuers Profession. A certified copy of the original certificate must be submitted with the tender document.

7.1.3 T**he tenderer does not fully complete all the attached** required **schedules**. This include required signatures and certification by Commissioner of Oath.

7.1.4 The tender is not submitted on the official Pricing Schedule;

7.1.5 The tender document is not completed in non-erasable handwritten, or printed, ink, or toner;

7.1.6 The Tenderer does not have Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 million. Proof of which must be submitted with the tender document.

7.1.7 The Tenderer does not have Public Liability Insurance for a minimum value of R5 million. Proof of which must be submitted with the tender document.

8. NON-RESPONSIVE TENDERS

8.1. Valid tenders will be declared non-responsive and eliminated from further evaluation if:

8.1.1. The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and combating of Corrupt Activities Act, Act 12 of 2004, or has been listed of the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.

8.1.2. The tenderer is prohibited from doing business with the Siyancuma Municipality.

8.1.3. The tenderer does not comply with the Specification(s).

8.1.4. The tenderer does not comply with the instructions as contained in the Price Schedule.

8.1.5. The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

8.1.6. The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited tendering for any resulting contracts.

8.2. Tenders will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to:

8.2.1. Comply with the general conditions applicable to tenders as set out in the Siyancuma Municipality's SCM Policy;
8.2.2. Comply with one or more of the provisions contained in the Conditions of Tender.
8.2.3. Complete and/or sign any declarations and or/authorisations;
8.2.4. The tenderer shall be disqualified if all required information regarding the tenderer is not submitted together with the tender document.

9. GENERAL SPECIFICATIONS

9.1. The valuation process generates a substantial percentage of municipality's income and therefore the municipality could suffer significant detriment, if the valuation services provided are not accurate.

9.2. There is also a significant customer service focus associated with the valuation process that impacts on the municipality's image.

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

9.4. Tenderer(s) must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the Tenderer must advise municipality accordingly. To adhere to this requirement, the successful Tenderer must comply with Section 43 (5) of the Act.

9.5. Tenderer(s) will be required to prepare a project work plan in terms of Schedule 3 and to adhere to the time schedules detailed therein as well as the planned schedules set-out in paragraph 12 and 14 of this document.

9.6. Municipality will provide the Tenderer with certain data as detailed.

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

9.8. The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the form of tender and the annexures (where applicable).

9.9. Tenders may only be submitted on the official tender document. The tender documents must be fully completed and signed.

9.10. The Municipality is not bound to accept the lowest or any tender and reserve the right to accept any tender either wholly or a part thereof. The Municipality reserves the right to accept alternative tenders.

10. VALUATION SUMMARY

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

10.2. The following is an approximate summary of the number of entries appearing in the current Valuation roll (allow a margin of error of 5%):

DESCRIPTION	ESTIMATED NO OF ENTRIES
10.2.1. Commercial	187
10.2.2. Agricultural	1954
10.2.3. Industrial	59

10.2.4. Municipal	1831
10.2.5. Public Benefit Organisations	63
10.2.6. Government	24
10.2.7. Public Service Purposes	21
10.2.9. Public Service Infrastructure	90
10.2.10. Residential	4247
10.2.12. Vacant	1871
TOTAL ESTIMATED NUMBER OF ENTRIES	**10 347**

Tenderer(s) shall base their tender on the estimated number of entries above.

INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY

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

10.3. 1. Current Valuation Roll;

11. 2. Copies of all Supplementary Valuation Rolls;

3. Other available data such as valuation records etc.

11.1. ADDITIONAL INFORMATION:

The Municipality will specify which of the following data relating to compilation of the general valuation roll and supplementary rolls it will make available to Tenderer and what data it requires Tenderer to obtain at their cost.

#	FUNCTION	MUNICIPALITY TO PROVIDE (If Available)	TENDERER TO PROVIDE/OBTAIN (Compulsory)
1.	Aerial photographs/satellite imagery	Yes	Tenderer may make use of aerial photography as an additional tool however it is compulsory that the tenderer physically inspects each property and **provide a dated photograph (street view)** of each property inspected.
2.	Building plans **Note**: Plans must be inspected and scanned on-site to minimize the risk of lost building plans	Yes	
3.	Bulk deeds download at submission of draft valuation roll date.		Yes

4.	Cadastral		Yes
5.	Copies of offers received to purchase and/or lease Municipal properties	Yes	
6.	Copies of sales/rental agreements relating to properties sold by municipality whether registered or not	Yes	
7.	Copies of consent use applications received, approved or declined	Yes	
8.	Copies of township applications, rezoning, consolidations, notarial ties submitted to municipality	Yes	
9.	Copies of approvals and/or rejections by municipality of the above	Yes	
10.	Copies of policy decisions relating to immovable property within municipality	Yes	
11.	Monthly Deeds downloads	Yes	
12.	Development Plan	Yes	
13.	Geographic information system	Yes	
14.	Monuments and Heritage buildings declared from time to time.	Yes	
15.	Occupation Certificates where available	Yes	
16.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	Yes	
17.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	Yes	
19.	Town planning scheme	Yes	
20.	As- is site plans (field sheets) compiled by Valuer during inspection (soft- and hard copy)		Yes
21.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register: • Copy of Proclamation Notice • Amendment Scheme • Service Agreement • And any other relevant information	Yes	

22.	Notices appearing in government/provincial gazettes relating to properties within the municipality	Yes	
23.	Copies of annual reviewed rates policy	Yes	

11.3. SUPPLEMENTARY VALUATION ROLL

The municipality will specify which of the following data will be made available to Tenderer and what data it requires the Tenderer to obtain at their cost (Indicated with a tick (Yes) which is applicable)

#	FUNCTION	MUNICIPALITY TO PROVIDE (If Available)	TENDERER TO PROVIDE/OBTAIN (Compulsory)
1.	Aerial photographs/satellite imagery	Yes	Tenderer may make use of aerial photography as an additional tool however it is compulsory that the tenderer physically inspects each property and provide a dated photograph (street view) of each property inspected.
2.	Building plans and schedule of monthly completed buildings.	Yes	
3.	Cadastre monthly updates	Yes	
4.	Monthly copies of all offers received to purchase and/or lease Municipal properties	Yes	
5.	Monthly copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	Yes	
6.	Monthly copies of all consent use applications received, approved or declined	Yes	
7.	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	Yes	
8.	Monthly copies of all approvals and/or rejections by municipality of the above	Yes	
9.	Monthly copies of all policy decisions relating to immovable property within municipality	Yes	
10.	Development Plan and changes thereto	Yes	
11.	Geographic information system Monthly maintenance thereof – if applicable	Yes	
12.	Monuments and Heritage buildings declared from time to time	Yes	
13.	Monthly Deeds downloads	Yes	

14.	Occupation Certificates where available	Yes	
15.	Planned roads and other municipal infra structural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – on-going basis.	Yes	
16.	Regular report of properties affected by environmental restraints of subjected to enormous environmental impact assessment requirements – on-going basis	Yes	
17.	Town planning scheme – updates thereof.	Yes	
18.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. i. Copy of Proclamation Notice ii. Amendment scheme iii. Services agreement	Yes	
19.	Monthly diagrams from surveyor general	Yes	
20.	Notices appearing in government/provincial gazettes relating to properties within the municipality	Yes	
21.	Annual review of rates policy copy thereof:	Yes	

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

11.5. The Tenderer will however be held fully liable for any delays in the submission of supplementary valuations to the municipality when the requested data has been supplied.

11.6. 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.

12. KEY TASK FUNCTIONS

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

STAGE	DESCRIPTION	DEADLINE DATE
1	Initial Data collection, existing valuation roll download, establishment of master file, comparison between newly created property master file and existing municipal valuation records or where no existing valuation roll exists creation of property master file	July 2024
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	August 2024 until October 2024
3	Submission of a draft valuation roll, deeds download included	30 November 2024

4	Completion & Submission of final valuation roll	31 January 2025
5	Internal Monitoring of Valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation and Public Awareness	February 2025
6	Correction of Valuation Roll and Submission of the certified General Valuation Roll to the Municipal Manager	28 February 2025
7	Objections process as per Act – Closing of objection period	March 2025
8	Handling / Processing of objections	April 2025
9	Valuation appeal board hearings	May 2025
10	Submission of all electronic data or copies and issuing of completion certificate thereof to the municipality	10 June 2025
11	**IMPLEMENTATION**	**01 JULY 2025**

13. GUIDELINES OF WHAT IS REQUIRED AT EACH STAGE:

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

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

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

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

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

14. MINIMUM REQUIREMENTS PER STAGE

14.1. **STAGE 1: OBTAIN THE FOLLOWING ON COMMENCEMENT:**

14.1.1. Copy of current valuation roll
14.1.2. All supplementary valuation rolls
14.1.3. Cadastral information
14.1.4. Bulk Deeds download.
14.1.5. Download all data onto Tenderer(s) valuation system.
14.1.6. Compare cadastral with the deeds download and existing Municipal Valuation Roll.
14.1.7. Download other data in terms of Section 48(2)

14.2. **STAGE 2: DATA COLLECTION:**

14.2.1. Includes: Physical Inspections of properties, measurements, transactions, sales, field sheets, data capture forms, updating of historical sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.
14.2.2 Supply of fully captured data forms with photographs of each property. Completed data forms and photographs to be submitted to municipality fortnightly.

14.3. STAGE 3: VALUATION COMPILATION:

14.3.1. Analysis of all data and compiling of draft valuations.

14.4. STAGE 4: SUBMISSION OF DRAFT ROLL:

14.4.1. Draft roll to be submitted, and internally checked and/or monitored by the municipality at their sole discretion.
14.4.2. Draft roll to comply with Section 48 (2).
14.4.3. Rolls must be fully balanced and subtotals must be calculated for each urban area and the rural area separately**.**

14.5 STAGE 5: INTERNAL MONITORING OF VALUATIONS AND PUBLIC AWARENESS:

14.5.1 Internal quality control to be conducted by Tenderer and the municipality.
14.5.2 Draft valuations must be measured against transactions and other relevant market data and adjusted to date of valuation.
14.5.1 Basis on which the initial roll has been internally monitored must be made available to the municipality or its appointed monitors**.**
14.5.2 The initial roll after internal monitoring must be amended and/or corrected if necessary.
14.5.3 This includes cross boundary monitoring within the municipal area if applicable.

14.6 STAGE 6: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL:

14.6.1 Tenderer will be required to correct any entry that has been found to be incorrect in terms of size, description, zoning, ownership, etc. as well as incorrect valuations based on sales ratio analysis and other factually indicated market trends.
14.6.2 All draft valuation rolls submitted may be subjected to external monitoring by the municipality.
14.6.3 After correcting the Draft Roll, Tenderer shall bind and certify the roll for submission to the Municipal Manager.

14.7 STAGE 7: OBJECTION PROCESS:

14.7.1 The municipality receives objections in terms of Section 50(1)
14.7.2 Hand over objections to valuator in terms of Section 50(5)
14.7.3 The Tenderer to supply the municipality with a copy of the outcome of the objection.

14.8 STAGE 8: HANDLING / PROCESSING OF OBJECTIONS

14.8 Tenderer will be obliged to comply to the following sections of the Act:
14.8.1 Comply with Section 51 and where Section 52(1) is applicable comply with Section 52(a) - (Compulsory review).
14.8.2 Comply with Section 53(1) and 53 (3) – (Notification of objection outcome and furnishing of reasons)
14.8.3 The Tenderer will submit a list of properties that increased or decreased with more than 10% to the Municipal Manager in terms of section 52.

14.9 STAGE 9: VALUATION APPEALS BOARD HEARINGS:

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

14.10 STAGE 10: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY AND ISSUING OF FINAL DELIVERY CERTIFICATE.

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

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

15. SUPPLEMENTARY VALUATIONS

Interim valuations will be performed in monthly batches to be contained in two Supplementary valuation rolls per financial year, as for the following periods; (**see Schedule 4**)

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

1 July 2029 to 30 June 2030

Supplementary Valuations will be compiled on an on-going basis as requested by the Municipality. Tenderer will supply supplementary valuations to the municipality as soon as is reasonably possible. Tenderer will supply the municipality with a monthly schedule of all supplementary valuations compiled by the valuer and ensure that the property master file is updated continuously as a result of such changes.

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 4** 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.

16. PRINTING AND BINDING OF ROLLS

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

A separate provisional valuation roll for each of the following areas must be submitted:

- Bongani
- Bucklands
- Campbell
- Die Erwe
- Douglas
- Griekwastad
- Hay RD
- Herbert RD
- Hopetown RD
- Kimberley RD
- Rietrivier Settlement west
- Schmidtsdrift
- Vaallus RD

Tenderer shall be responsible for **providing 5 copies of the valuation roll**, one of which will be certified by him/her. The valuation rolls shall be printed in **A4 format not back to back**, and shall be appropriately indexed.
The valuation roll shall be spirally bound and each volume shall be numbered and contain a hard cover and hard 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. In the event where a supplementary valuation roll was executed for implementation, the Tenderer will provide the municipality with an updated valuation roll which will include all changes in terms of the supplementary valuations, objection and appeal outcomes. Additional copies of the valuation roll and/or supplementary valuation rolls will be as indicated in **Schedule 4** hereof.
17. PUBLIC PARTICIPATION AND AWARENESS
Tenderer will be required to attend meetings in regard to the rating policy as well as being involved in public awareness relating to the valuation process. Tenderer may be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **Schedule 4** hereof.
18. OBJECTIONS
Tenderer must comply with the provisions of sections 51, 52 & 53 of the Act. The cost of complying with the objection process is reflected in Schedule 4.
19. APPEALS
In terms of Section 34(f) Tenderer shall be obliged to attend all sittings of the Valuation Appeals Board and provide the Appeal Board with valuation information and to oppose all appeals.
20. QUALIFICATION OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

The Municipality requires the appointment of a Municipal Valuer and Assistant Municipal Valuers.

In terms of Section 39(1)(a) only a person registered (without restrictions) as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

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 (without restrictions), such Assistant Municipal Valuers must be nominated by the Tenderer completing Schedule 2.

The municipality reserves the right to:-

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

20.5.1.1. previous appeal board hearings;

20.5.1.2. arbitration and supreme court hearings;

20.5.1.3. general standing of the nominated person/s within the valuation profession.

The Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with.

The Municipality reserves the right to interview the nominated person/s.

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

16.4. 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.

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

16.6.

ELECTRONIC INFORMATION

17. There Municipality should be updated with valuation information, GPS co-ordinate and additional data of each property must be provided in shaped files (WGS 84) and MS Excel format upon completion of valuation.

17.1.

21.1.1. ERF Number
21.1.2. Street Address
21.1.3. Photo of property
21.1.4. Deeds Data
21.1.5. Floor area of Building
21.1.6. GPS coordinate
21.1.7. Category (in terms of Section 8(2) of the Act)
21.1.8. Zoning of property
21.1.9. Use of property
21.1.10. All collected information pertinent to the valuation

18.1.

DATA COLLECTION AND DATA COLLECTION SYSTEMS

Tenderer will be fully responsible to obtain all data necessary for successful compilation of the General Valuation Roll and subsequent supplementary valuation rolls.

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

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

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

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

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

Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, **Bidder will be required to do a physical inspection of each property and take a street view photograph of the property** and adhere to the following minimum data collection requirements:-

- Extent of property and all improvements
- Date of purchase (where available)
- Purchase price (where available)
- Multiple use (if applicable)
- Name of owner (including part owners)
- Obtain telephonic contact number (if possible) in case of farm property

20.9.

- Physical address of property (In case of a farm property,
- Verify Postal address (rural properties)

20.10.

- **Photograph of every property (street view) which contain the date and time, improved and unimproved**.
- Category (in terms of Section 8(2) of the Act)
- Zoning of property
- Use of property

21

- Market value of property (if valued)

21.1.

In addition to the above data, all other data to determine the market value of properties are required.

23. DATA BACK-UP AND DISASTER RECOVERY PLAN

22.8.	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 (7) working days from date of data disaster. 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.
	PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000
	Tenderer will be required to fully comply with the requirements of the Promotion of 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
25.	**CONFIDENTIALITY**
23.1. **23.2.**	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.

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

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

26. PENALTIES AND DEFAULTS

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

26.2. In the event of Tenderer not conforming to the standards required by the municipality as contained in the tender document, Tenderer shall be given 20 days written notice to remedy such default failing which, the municipality will be allowed to cancel this appointment without further notice.

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

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

26.4. In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality. In all of the other events, the municipality will give Tenderer 20 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice.

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

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

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

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

26.9. The Municipality shall in addition to any of its other rights to claim damages from the Tenderer be entitled to enforce a penalty.

26.10. The Municipality will be entitled to withhold an amount of R4 000 per day if any delay in terms of Stage 6 (Paragraph 7) of the tender occurs, until the certified valuation roll is provided.

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

27. INSURANCE

27.1. Tenderer shall submit proof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 million and Public Liability Insurance held by Tenderer for a minimum value of R5 million.

28. QUALIFIED TENDERS

28.1. Qualified tenders may be disregarded at the discretion of the Municipality.

29. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

29.1. The service provider must adhere to all OHSA statutory requirements.

30. PRICING REQUIREMENTS

The Schedule of Fees, Schedule 4 must be completed by the Tenderer.
Price increases will be limited to CPI upon the annual anniversary of the contract.
All other costs must be included in the tender rates.
Tender rates must be submitted inclusive of Value-added-Tax at 15%.
The service provider will submit invoices to the Municipality per the stage progression of the project.
These invoices will be paid within 30 days from date of the statement received.

31. METHOD OF PAYMENT

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

STAGE NO.	DESCRIPTION	% PAYMENT	COMMENTS
1	Commencement phase	0%	
2	Data collection	15%	
3	Valuation compilation	15%	
4	Submission Draft Roll	15%	
5	Internal Monitoring	0%	
6	Submission of certified roll	30%	
7	Objection process and completion of reasons	0%	
8	Handling/Processing of objections	15%	
9	Valuation appeal board hearing	Per Meeting	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.
10	Submission of data to municipality	10%	
		100%	

32. EVALUATION	
32.1.	All acceptable tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).
32.2.	All tenders received shall be evaluated in accordance with the Siyancuma Municipality Supply Chain Management Policy Incorporating Preferential Procurement.
32.3.	Points will be awarded to tenderers who are eligible for preferences in terms of BBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).
32.4.	The terms and conditions of BBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.
33. EVALUATION OF TENDERS ON FUNCTIONALITY	
33.1.	The tender will be evaluated on functionality.
33.2.	The evaluation criteria are contained in the document BBD 12.2.
33.3.	A minimum score of 70% is required in order to be evaluated for price and preference.
33.4.	No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality.
34. DEFINITION OF TERMS	
34.1.	Unless indicated by the context or explicitly stated otherwise, the following expressions will have the following meanings:

34.1.1. Council/Local Authority/Municipality	Siyancuma Municipality
34.1.2. Tender	A written offer, in a prescribed or stipulated form in response to an invitation, by the municipality, for the Management of the Short-term Insurance portfolio of the Municipality, at an agreed premium.
34.1.3. Tenderer	Any person or persons or anybody, incorporated or otherwise, making an offer to arrange short-term insurance for the Municipality.
34.1.4. Contract Period	This contract will be valid from the day of inception until 30 June 2030

35. ABBREVIATIONS		
35.1.	SCM	Supply Chain Management
35.2.	BBD	Siyancuma Municipality Bidding Document
35.3.	VAT	Value-Added-Tax

SIYANCUMAMUNICIPALITY		
FUNCTIONALITY POINTS CLAIM FORM		
1. GENERAL CONDITIONS		
1.1. This form is to be used to claim the functionality points used to assess the technical capacity of the Tenderer to execute the project. **1.2.** A prerequisite of 70% must be obtained for functionality, in order to be evaluated on price and preference. **1.3.** The functionality points for this bid are allocated as indicated in table below:		
Evaluation Criteria		**Maximum Points Allocated**
Experience of Firm (Complete applicable schedule)	2 point for every project completed or engaged in	**20**
Experience of Firm (Attach Reference /Appointment letter from Municipalities)	Number of municipalities where more than 10 000 Properties were valued: 2 points per Municipality	**10**
Number of Qualified Valuers	Number of Qualified Valuers permanently employed- 10 Points per valuer	**30**
1.3.2. Experience of key personnel:		**20**
1.3.2.1 Professional Valuer 1	1 point for every year of experience	10
1.3.2.1 Professional Valuer 2	1 point for every year of experience	5
1.3.2.1 Professional Valuer 3	1 point for every year of experience	5
1.3.3. Methodology and Time Frame (See criteria description in 1.7)		**20**
TOTAL POINTS		**100**
1.4. Tenderer must for the duration of the contract, inter alia, undertake to transfer property valuation related skills and provide training (practical and theoretical) to at least one municipal official employed in a relevant department of the municipality. **1.5.** Tenderer must submit a proposed project work plan with the tender submission (Schedule 3) which must be of sufficient detail (preferably not longer than 2 pages) to indicate that the project brief has been understood. **1.6.** The Tenderer must indicate the approach and methodology that they intend following in order to reach the required outcome within the specified time frames. Refer to paragraph/s 12 and 14. **1.7.** The methodology shall be evaluated on services as indicated under the scope of works and the following norms: 1.7.1. Project specific services methodology (10 points) 1.7.2. Time frame of individual actions (10 points)		
2. NOTE:		

2.1. Failure on the part of a bidder to fill in a part of this may be interpreted to mean that the functionality points are not claimed

2.2. Failure on the part of a bidder to sign this form will disqualify the bidder

2.3. The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim, in any manner required by the municipality.

3. GENERAL DEFINITIONS

3.1. "Experience of Firm" means the number of similar projects that the firm has been involved with.

3.2. "Highest relevant qualification" means the highest qualification relevant to the position as key personnel for who he/she is nominate for.

3.3. "Key Personnel" means those personnel, indicated in paragraph 4.5, and that is on site and directly involve with the municipality and project.

3.4. "Relevant experience" means years' experience in a similar position as indicated in paragraph 4.5, which are in line with the scope.

3.5. "Scope" means as defined in the Terms of Reference of this particular project.

4. FUNCTIONALITY POINTS CLAIMED IN TERMS OF PARAGRAPH 1 AND 2 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED.

Functionality Criteria	Quantities as per Criteria	Points claimed
4.1. Experience of Firm- Current or Completed Projects		
4.2. Experience of Firm- Municipalities with > 15 000 properties		
4.3. Experience of key personnel: Professional Valuer 1		
4.4. Experience of key personnel: Professional Valuer 2		
4.5. Experience of key personnel: Professional Valuer 3		
4.6. Methodology and Time Frame		

4.7. Details of Bidding Firm

4.7.1. Attach a schedule with the description of the project, details of the employer and contact details of the representative of the employer.

4.8. Details of key personnel on the Projects

4.8.1. Bidders must submitted details of the key personnel to be seconded to the project.

4.8.2. Experience: Attach a short CV not longer than 1 page, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.

4.8.3. Proof of the Qualification in the form of certified copy must be attached, as well as professional registration, where applicable.

5. DECLARATION WITH REGARD TO FUNCTIONALITY	
5.1. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed qualifies the firm for the point(s) shown and I / we acknowledge that:	
5.1.1. The information furnished is true and correct.	
5.1.2. In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.	
5.1.3. If the claims are found to be incorrect, the Municipality may, in addition to any other remedy it may have – 5.1.3.1. recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and 5.1.3.2. 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;	
SIGNATURE(S) OF BIDDER(S)	**DATE**
WITNESS 1: SIGNATURE	**WITNESS 2: SIGNATURE**

SCHEDULE 1 (A)

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

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

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

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

……...

……

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

……..

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARINGS

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

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

I, the undersigned do hereby make oath and say that:
The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.
I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.
I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and severally with Tenderer to fulfil all obligations and requirements of this tender.
Signed by me at_____this_____day_____2024

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.....2024*	_____ *Justice of Peace/Commissioner of Oaths*

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

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

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

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

……...

……

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

No……..

....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARINGS

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

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

I, the undersigned do hereby make oath and say that:
The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.
I further undertake by my signature hereof that in the event of the nominated Municipal valuer in terms of **Schedule 1(A)** hereof not being able to carry out his duties as a result of accident, death, ill health or insolvency, I hereby bind myself jointly and severally with Tenderer and/or the Municipal valuer to fulfil all obligations and requirements of this tender. I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the conten t and implication of all such conditions.
Signed by me at_____this_____day_____2024

_____
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.....2024*	_____ *Justice of Peace/Commissioner of Oaths*

SCHEDULE 2(A)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

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

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

……...

……

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

……..

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARINGS

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

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

I, The undersigned do hereby make oath and say that:
The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct. I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.
I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and severally with Tenderer to fulfil all obligations and requirements of this tender.
Signed by me at_____this_____day_____2024

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..... 2024*	_____ *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 cadastral data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION APPEAL BOARD HEARINGS

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

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

I, the undersigned_____do hereby make oath and say that:
The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.
I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.
I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and severally with Tenderer to fulfil all obligations and requirements of this tender.
Signed by me at_____this_____day_____2024

_____

SIGNATURE:
ASSISTANT NOMINATED MUNICIPAL VALUE

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 ……2024*	

SCHEDULE 3

PROJECT WORK PLAN

Bidder to attach a comprehensive work plan reflecting, *inter alia:-*
Work definition
Work Flow
Timeliness
Deadlines
This work plan must address the above for all the stages as indicated in paragraph 14 of this document
Note the above schedule will, together with the Key Task Functions under paragraph 12 hereof, become the basis upon which the municipality will monitor the Bidder(s) progress and municipality shall be entitled to take action against Bidder if the time limits discussed and project plan are not adhered to. Municipality reserves the right to review the time frames discussed and indicated by the Bidder and enforce such time frames or deadlines as provided.
Bidder 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 Bid.

The scoring of the tenderer's project work plan will be as follows:-

Rating	Description	Score
Poor	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity and logic in the sequencing.	2
Average	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.	8
Good	Besides meeting the "average" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources.The work plan permits flexibility to accommodate contingencies.	10

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my person.al knowledge and are to the best of my belief both true and correct.

.....
Signed on behalf of Tenderer

SCHEDULE 4: PRICING SCHEDULE				
A: GENERAL VALUATION				
No	**Description**	**Estimated Quantity**	**Rate per Erf (VAT included)**	**Total Price (VAT included)**
STAGES 1-2: DATA COLLECTION				
1	Commercial	187		
2	Agricultural	1954		
3	Industrial	59		
4	Municipal	1831		
5	Public Benefit Organisations	63		
6	Public Service Purposes	21		
9	Public Service Infrastructure	90		
10	Residential	4247		
11	State	24		
12	Vacant	1871		
14	**Sub-total A**			
STAGE 3: BULK DEEDS DOWNLOAD				
15	Bulk deeds download for estimated +-10 347 evern			
16	**Sub-total B**			
STAGE 4-8: COMPLETION AND SUBMISSION OF FINAL VALUATION ROLL				
17	All-inclusive valuation compilation price			
18	**Sub-total C**			
STAGE 9:ATTENDANCE OF APPEAL BOARD HEARINGS: GENERAL VALUATIONS		**Estimated Hours**	**Rate per Hour (VAT included)**	**Total Price (VAT included)**
19	Attendance of Appeal Board hearings	40		
20	**Sub-total D**			

21	**Total A: General Valuation**	

B: SUPPLEMENTARY VALUATIONS				
No	**Description**	**Quantity**	**Rate per Erf (VAT included)**	**Total Price (VAT included)**
22	Valuations for Urban Properties (Siyancuma)	2,000		
23	Valuations for Rural Properties (All other Areas)	1,000		
24	**Sub-total E**			
ATTENDANCE OF APPEAL BOARD HEARINGS: SUPPLEMENTARY VALUATIONS		**Estimated Hours**	**Rate per Hour (VAT included)**	**Total Price (VAT included)**
25	Attendance of Appeal Board hearings	80		
26	**Sub-total F**			
27	**Total B: Supplementary Valuations**			

C: OTHER AD HOC VALUATIONS				
No	**Description**	**Quantity**	**Rate per Erf (VAT included)**	**Total Price (VAT included)**
28	Performing of Ad Hoc market related valuations for selling/buying purposes	+-200		
29	Performing of Ad Hoc market related valuations for rental purposes	+-150		
30.1	Annual Impairment of Municipal Properties	+-5850		
30.2	Split Land and Improvements on Municipal Properties	+-2781		
31	**Sub-total G**			
32	**Total C: Other Ad Hoc Valuations**			
33	**GRAND TOTAL: TOTAL BID PRICE (VAT INCLUDED)**			

14. MBD 7.1 – Contract Form – Purchase of Goods / Works

NOTE:

1. **This form must be completed 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 purchase will be in possession of originally signed contracts for their respective records.**
2. **NO correction fluid/tape may be used.**
3. **In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration**

PART 1 (To be completed by the TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **Siyancuma Municipality** in accordance with the requirements and specifications stipulated in tender no **SIYA 07/2024**fora contract period ending 2030 and the price(s) as per the pricing schedule. My offer(s) remain(s) 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:
   Binding documents, *viz*
   (a) Invitation to bid
   (b) Tax clearance certificate
   (c) Pricing schedule(s)
   (d) Technical Specification(s)
   (e) Preference claims in terms of the Preferential Procurement Regulations 2022
   (f) Declaration of Interest
   (g) Special Conditions of Contract; and
   (h) General Conditions of Contract
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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any the person regarding this or any other bid.
6. I confirm that I am duty authorised to sign this contract.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	
DATE		DATE	

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (To be completed by the SIYANCUMAMUNICIPALITY

1. I, _____ in my capacity as _____, accept your bid under reference number _____, dated_____, for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions in forthcoming

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice accompanies by the delivery note.

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

TO BE COMPLETED BY THE SIYANCUMAMUNICIPALITY		
SIGNATURE:		**OFFICIAL STAMP:**
NAME (PRINT)		
WITNESS 1		
WITNESS 2		

15. DECLARATION BY TENDERER

I/We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect *domicilium citandi et executandi* (physical address at which legal proceedings may be instituted) is the Republic at:

_____

_____

_____

I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I/We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake (s) regarding price and calculations will be at my / our risk.

I/We furthermore confirm that my / our offer remained binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from closing date of the bid.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	
DATE		DATE	

16. FORM OF OFFER AND ACCEPTANCE

SIYA 07/2024

Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 July 2025 to 30 June 2030
The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.
By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

_____

_____

_____

Rand (in words);

R_____(in figures)

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	

for the tenderer
(Name and address of organization)

_____

_____

_____

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Acceptance

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	

for the Employer

_____

_____

(Name and address of organization)

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Schedule of Deviations

1 Subject _____

Details_____

2 Subject _____

Details_____

3 Subject _____

Details_____

4 Subject _____

Details _____

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			