



**REQUEST FOR TENDER**

**TENDERS ARE DUE NOT LATER  
THAN 12: 00 ON FRIDAY, 29 OCTOBER 2010**

**TENDER NO.: SC 905/2010**

**FORM OF TENDER, SPECIFICATIONS AND SPECIAL CONDITIONS OF TENDER FOR SERVICE  
CONTRACTS**

**FOR**

**APPOINTMENT OF SUITABLE QUALIFIED SERVICE PROVIDERS FOR THE EXECUTION OF BOTH A  
GENERAL AND SUPPLEMENTARY VALUATIONS OF ALL PROPERTIES IN THE MUNICIPAL AREA OF  
JURISDICTION**

**NAME OF TENDERER**

**BID AMOUNT (VAT INCLUDED)  
R440.00**

**OBJECTIVES  
OF THIS TENDER**

- What is required from the valuer.
- To clearly define scope of work.
- Clear understanding of what data is to be collected and maintained.
- To allow for constant monitoring and quality control.
- To involve the valuation process with public awareness.
- To ensure data is fully protected.
- To ensure compliance with the Promotion of Access to Information Act, 2000 (Act 2 of 2000).
- To improve valuation standards.
- To ensure consistency in the valuation process resulting in equality and fairness to the rate payer.
- To win rate payer's confidence.
- To ensure that suitably qualified and experienced valuers are appointed.
- To ensure cost effective valuations.
- Development and maintenance of an ongoing data base

**MBD I**  
**INVITATION TO BID**

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**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERSTRAND MUNICIPALITY**

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**BID NUMBER: TENDER NO: SC 905/2010**  
**DATE: 29.10.2010 CLOSING TIME: 12:00**

**DESCRIPTION: APPOINTMENT OF SUITABLE QUALIFIED SERVICE PROVIDERS FOR THE EXECUTION OF BOTH A GENERAL AND SUPPLEMENTARY VALUATIONS OF ALL THE PROPERTIES IN THE MUNICIPAL AREA OF JURISDICTION**

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**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.2)**

BID DOCUMENTS MUST BE -

- DEPOSITED IN THE BID BOX (BOX NO. 6) SITUATED AT OVERSTRAND MUNICIPAL BUILDINGS, MAGNOLIA AVENUE, HERMANUS.
- **Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**
- The bid box is generally open 24 hours a day, 7 days a week.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
  2. Value for money
  3. Capability to execute the contract
  4. PPPFA & associated regulations
  5. Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004).

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

BIDDER.....

ADDRESS.....

ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER .....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION  
NUMBER.....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2) ? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER  
DATE.....

CAPACITY UNDER WHICH THIS BID IS

SIGNED.....

**TOTAL BID PRICE: R440.00 (Vat inclusive) (Page 43).**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality/ Municipal Entity:** OVERSTRAND MUNICIPALITY  
**Department:** DIRECTORATE FINANCIAL SERVICES  
**Contact Person:** KOBUS BAUERMEESTER  
**Tel:** (028) 313 8047  
**Fax:** (028) 313 8182

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED IN WRITING TO:**

<b>Contact Person</b>	KOBUS BAUERMEESTER
<b>E-mail:</b>	<a href="mailto:kbauermeester@overstrand.gov.za">kbauermeester@overstrand.gov.za</a>
<b>Tel:</b>	(028)313 8047
<b>Fax:</b>	(028) 313 818

**FORM "A"**

**FORM OF TENDER AND DECLARATION**

**TENDER No. SC 905/2010**

**DECLARATION:**

To: The Municipal Manager  
Overstrand Municipality  
HERMANUS  
7200

Sir/Madam,

I/We, the undersigned -

- a) tender to supply and deliver to the Overstrand Municipality all of the services described both in this and the other forms and schedules to this tender;
- b) agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution;
- c) further agree to be bound by the conditions, set out in Forms a), b), c) and d), attached hereto, should this tender be accepted;
- d) confirm that the Overstrand Municipality may only accept this tender by way of a duly authorised Letter of Acceptance;
- e) declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto; and
- f) declare that, each page of the tender document and amendments thereto will be initialled by the relevant authorised person in order for the document to constitute a proper contract between the Overstrand Municipality and the undersigned, on acceptance of the tender by the Overstrand Municipality.

Signed at..... on this.....day of the month.....2010.

\_\_\_\_\_  
Signature of Tenderer

Name of Tender.....

*Domicilium citandi at executandi*

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

As witnesses:

1.....

Signature

.....

Name in full

.....

ID. No

2..... Signature  
..... Name in full  
..... ID. No

Where the Tenderer is a company, closed corporation or partnership, a duly authorised resolution must accompany the tender authorising and committing it to the tender.

**PLEASE NOTE:**

- Each page of the tender document and schedules thereto must be initialled by the relevant authorised person in order for the document to constitute a proper contract between the municipality and the Tenderer.
- On acceptance of the tender by the municipality, the forms and schedules attached hereto shall be deemed to be the conditions of contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.

**DETAILS OF TENDERER**

1	FULL NAMES:	
2	REGISTRATION NO. OR ID NO.:	
3	POSTAL ADDRESS:	
4	TELEPHONE NO.:	
5	FAX NO.:	
6	E-MAIL ADDRESS:	
7	CONTACT PERSON:	
8	CELL NO. OF CONTACT PERSON:	
9	PHYSICAL ADDRESS:	

**FORM "B"**

**GENERAL UNDERTAKINGS BY THE TENDERER**

**DEFINITIONS:**

<i>"Act"</i>	<i>means the Local Government: Municipal Property Rates Act, 2004 (Act No 6 of 2004), as amended, and any regulations made in terms of section 83 thereof;</i>
<i>"Assistant Municipal Valuer"</i>	<i>means a valuer as defined in terms of section 39 (2) of the Act;</i>
<i>"Closing Date"</i>	<i>shall be 12h00 on the twenty ninth day of October 2010;</i>
<i>"Commencement Date"</i>	<i>shall mean the first day following the signature date;</i>
<i>"Data ownership"</i>	<i>all data obtained, collected and/or utilised in the compilation and maintenance of the general valuation roll and supplementary valuation rolls belongs to the municipality;</i>
<i>"Data transfer"</i>	<i>all data utilised and/or collected by tenderer including that of the data capturers, will be transferred by the tenderer to the municipality on a minimum of a yearly basis and in a format mutually agreed upon;</i>
<i>"Date draft submission"</i>	<i>means the date upon which the municipality if so required by them, needs the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preperation of their rates policy and tariffs;</i>
<i>"Date of final submission"</i>	<i>shall mean the date upon which the certified roll/s are handed to the municipal manager by the nominated person;</i>
<i>"Date of valuation"</i>	<i>shall mean 2 July 2011;</i>
<i>"Good Standing"</i>	<i>means that the Tenderer and/or nominated person shall not be in any way lawfully indebted to the municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Tenderer and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;</i>
<i>"Final Delivery Certificate"</i>	<i>means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this tender;</i>
<i>"Letter of Acceptance"</i>	<i>means the written communication by the municipality to the Tenderer recording the acceptance by the municipality of the Tenderer(s) tender subject to any further terms and conditions to be included in the tender by agreement between the Tenderer and the municipality;</i>
<i>"Municipality"</i>	<i>shall mean the Overstrand Municipality;</i>
<i>"Municipal Valuer"</i>	<i>means a valuer as defined in terms of section 39(1) of the Act;</i>
<i>"Nominated Person"</i>	<i>means a valuer nominated by the Tenderer who will comply with either the provisions of section 39(1) or section 39(2) of the Act;</i>
<i>"Section"</i>	<i>means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, and any regulations made in terms of Section 83;</i>
<i>"Signature Date"</i>	<i>means the date of the signed letter of acceptance;</i>
<i>"Specialised properties"</i>	<i>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:-</i> <ul style="list-style-type: none"><li><i>• Regional shopping centres.</i></li><li><i>• Hotels.</i></li><li><i>• Conference centres.</i></li><li><i>• Quarries.</i></li><li><i>• Mines.</i></li></ul>

- *Grain depots.*
- *Private hospitals.*
- *Provincial and/or State buildings such as Civic Centres, Prisons, etc.*
- *Harbours.*

**“Substitute Nominated Person”** *means the person nominated to substitute the Municipal Valuer; shall include the form of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Tenderer as the basis of services to be rendered and any further agreement entered into by the Tenderer in terms of the Municipality’s General Conditions of Contract and all other schedules thereto;*

**“Tender”** *shall include: the form of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Tenderer as the basis of services to be rendered and any further agreement entered into by the Tenderer in terms of the Municipality’s general conditions or contract and all other schedules thereto;*

**“Tenderer(s)”** *means the Tenderer whose tender has been duly accepted by the Municipality; and*

**“Validity Period”** *shall be 90 days from the closing date of this tender;*

#### **INTERPRETATION:**

- In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention.
- An expression, which denotes -
  - any gender includes the other genders;
  - a natural person, includes a juristic person and vice versa; and
  - the singular, includes the plural and *vice versa*.
- Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the signature date and as amended or re-enacted from time to time.
- When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day.
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/We hereby tender -

- to supply all or any of the requirements or to render all or any of the services described in the attached forms, schedules and/or annexure to the municipality;
- on the terms and conditions and in accordance with the specifications and proposals stipulated in the tender documents (and which shall be taken as part of and incorporated into this tender); and
- at the prices and on the terms regarding time for delivery and/or execution therein.

I/We agree further that -

- the tender herein shall remain binding upon me/us and open for acceptance by the municipality during the validity period indicated and calculated from the closing date of the tender; and
- this tender and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexure attached hereto with which I am/we are fully familiar.

Notwithstanding anything to the contrary in the forms, schedules and/or annexure attached hereto -

- I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, that municipality may,



- without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the municipality;
- in such event I/we will then pay to the municipality any additional expense incurred by the municipality for having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender;
  - the municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract; and
  - pending the ascertainment of the amount of such additional expenditure the municipality may retain such monies, guarantee or deposit as security for any loss the municipality may sustain, as determined hereunder, by reason of my/our default.

If my/our tender is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The laws of the Republic of South Africa shall govern the contract created by the acceptance of this tender.

I/We have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rates(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

Notwithstanding the amount or cause of action involved I/we hereby consent to the jurisdiction of the Magistrate Court for the district of the municipality in respect of any action whatever arisen from this contract.

**FORM “C”**

**GENERAL TENDER CONDITIONS**

1. All Tenderer(s) are hereby advised that in the event that the tender is accepted by the municipality all conditions and stipulations set out in this tender and in all forms, schedules and/or annexure hereto, will be the contract between the Tenderer and the municipality.
2. Tenderer(s) are required to acquaint themselves and to comply in their tender with the following policy documents of the municipality:
  - a) Preferential Procurement Regulations of 2001.
  - b) Supply Chain Management Policy of the Overstrand Municipality.
3. Tender documents are only in English.
4. Failure on the part of the Tenderer to sign this tender for and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the municipality invalidate the tender.
5. If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
6. Tender prices must be completed in terms of “**Schedule 2**” of the tender document.
7. Tenders must be submitted in sealed envelopes.
8. The tender number and closing date must appear on the front of the sealed envelope in which the tender is submitted.
9. All Tenderer(s) are advised that it is an express condition of tender that all Tenderer(s) and nominated person(s) will be required to show, as part of their tender, that they are in good standing with the Receiver of Revenue.
10. The Tenderer and nominated person(s) (including its trustees, members or directors as the case may be) in good standing in respect of any levy, rates, fine, service charge or the like due to the municipality.
11. In the event of the Tenderer and/or nominated person not being in good standing and that the Tenderer and/or nominated person is indebted to the municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the Tenderer, the Tenderer hereby consents to the municipality deducting from the amount of the tender awarded such amounts as may be lawfully owing to the municipality.
12. The municipality shall not be obliged to accept the lowest or any tender. Tenderer(s) will be fully evaluated in terms of their experience, human resources, IT resources, data protection and recovery policy and the valuation system utilised by them. In this regard Tenderer(s) will have to obtain a minimum rating of 50% before the relevant tender committee of the municipality considers the tender. Whilst price is a consideration, it will not form part of the initial evaluation/qualifying process.
13. It is important that only Tenderer(s) with the necessary experience, qualifications and technical ability to carry out the requirements of this tender submit tenders in regard hereto. The Municipality will consider all prices and submissions made by the Tenderer(s). Should the municipality during it's consideration of the tenders require that a specific price and/or submission be reconsidered; it reserves the right to do so, subject to the municipality requesting all Tenderer(s) to submit such a request or revision of the Tender Proposal.
14. The municipality shall not be obliged to accept the Tenderer that has obtained the maximum number of points in terms of this Tender.
15. The Tenderer undertakes that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by-laws of the municipality that might have application on the Tenderer(s) activities in terms hereof.
16. Neither the municipality nor any official in the municipality will be held responsible for loss of a potential opportunity to tender due to the failure of the Tenderer complying with any of the requirements of this tender.
17. The covering letter or other matter submitted with the official tender document may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.
18. All data supplied by the municipality will be received by the Tenderer at his risk. It will be the responsibility of the Tenderer to check and verify the accuracy of data supplied by the municipality. Municipality shall not be

held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.

19. Tenderer shall further ensure that notwithstanding the source of any data obtained or supplied to Tenderer, such data is accurate and correct to enable accurate valuations to be compiled.

## SPECIFICATIONS

### TENDER SPECIFICATION

#### TENDER NO. SC 905/2010

#### THE COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2012 TO 30 JUNE 2015 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004), AS AMENDED

#### 1. INTRODUCTION

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

**(a) Hermanus Administration**

- (i) Hermanus
- (ii) Zwelihle
- (iii) Sandbaai
- (iv) Onrusrivier (Onrustrivier)
- (v) Vermont
- (vi) Hawston
- (vii) Fisherhaven
- (viii) Meerenbosch
- (ix) Rural area

**(b) Gansbaai Administration**

- (i) Gansbaai
- (ii) Pearly Beach
- (iii) Franskraal
- (iv) Kleinbaai (Van Dyksbaai)
- (v) De Kelders
- (vi) Rural area

**(c) Stanford Administration**

- (i) Stanford North
- (ii) Stanford South
- (iii) Rural area

**(d) Hangklip/Kleinmond/Administration**

- (i) Kleinmond
- (ii) Betty's Bay
- (iii) Pringle Bay
- (iv) Rooi Els
- (v) Rural area

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

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

Tenderer(s) must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the Tenderer must advise the municipality accordingly.

Tenderer(s) will be required to prepare a project plan in terms of Schedule 6 and to adhere to the time schedules detailed therein, as well as paragraph 18 hereof.

Municipality will provide the Tenderer with certain data as detailed in paragraph 13 hereof.

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

## 2. QUALIFICATION OF MUNICIPAL VALUER

**In terms of Section 39(1) (a) only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.**

The Tenderer must nominate the person to be designated as the Municipal Valuer by completing **Schedule 1**. In **Schedule 5**, the Tenderer must provide a full list of names and addresses of all persons who will be involved in carrying out the valuation, as well as information about the capacity, qualifications and experience of each person involved. If new or replacement staff should be appointed before or during the course of the valuation, the municipality must be provided with a new list of names within 10 days after such appointment/amendment.

The municipality reserves the right to: -

Fully investigate the qualifications, experience and performance of the Tenderer(s) nominated persons in terms of **Schedule 1 and Schedule 5** hereof by reference to/from -

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the nominated person/s within the valuation profession;
- any professional body that the nominated person/s is associated with; and
- interviews with 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.

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

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

The Municipal Valuer do by his signature of **Schedule 1** bind himself jointly and severally with Tenderer to fulfil all terms and conditions of this Tender together with all schedules.

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

## 3. SERVICES REQUIRED

To compile and maintain valuation rolls and supplementary valuation rolls for the period: **1 July 2012 to 30 June 2015** in terms of the Act (As amended) and related requirements.

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

- (a) Designate in every valuation roll the usage of each property and in the case of additional valuation rolls, the relevance of section 78 of the Act.
- (b) Valuation of multiple purpose properties in terms of Section (9) and the review thereof.
- (c) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (d) Compliance with the provisions of Section 30.
- (e) Compile the valuation rolls as at the date of valuation in terms of Section 31 [2 July 2011].
- (f) Comply fully with Section 34 - Functions of Municipal Valuer.
- (g) Assume responsibility for the performance of Data Collectors.
- (h) Comply with Section 37 - Delegation where applicable and if necessary.
- (i) Comply with Section 39 -Qualifications of municipal valuers.

- (j) Comply with Section 40 - Prescribed declarations.
- (k) Comply with Section 41 - Inspection of property within defined days and times.
- (l) Comply with Section 42 - Access to information.
- (m) Comply with Section 43 - Conduct of valuers.
- (n) Comply with Section 44- Protection of information.
- (o) Comply with Section 45-Valuation methodology and paragraph 13 hereof.
- (p) Comply with Section 46 - General basis of valuation.
- (q) Comply with Section 47 - Sectional title schemes.
- (r) Comply with Section 48 - Contents of valuation roll including any additional information that the municipality may require in terms of this tender.
- (s) Comply with Section 51 - Objections will be received and recorded by the municipality.
- (t) Comply with Section 52 - Compulsory review.
- (u) Comply with Section 53 - Notification.
- (v) Comply with Section 69 - Decision of Valuation Appeal Board and Section 34(f).
- (w) 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.
- (x) Comply with Section 81 & 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.

#### **4. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000**

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

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

The Tenderer as part of his function in collecting data on behalf of the municipality will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000

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

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

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

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

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

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

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

## **5. CONFIDENTIALITY**

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

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

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

## **6. PENALTIES AND DEFAULTS**

### **6.1 DEFAULTS**

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

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

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

- non compliance to submission dates;
- breach of confidentiality and/or conflict of interest;
- inadequate valuation performance in terms of sections 51 and 52 of the Act and/or the results of any Valuation Appeal Board arising from this tender;
- inadequate valuation results measured against monitoring;
- non-compliance with the Act and any other conditions referred to in this tender;
- dishonesty; and
- corruption.

In the case of dishonesty or corruption the municipality may terminate this appointment with immediate effect on receipt of proof of a conviction . In all of the other events, the municipality will give Tenderer 30 days notice to remedy such default, failing which the municipality shall cancel this tender without further notice or advise.

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

The Nominated Person as well as the Tenderer shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not. The findings of the adjudicator will be handed to the municipality, the nominated person and Tenderer. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Tenderer. The nominated person and/or Tenderer shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Tenderer and nominated person.

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

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

### **6.2 PENALTIES**

Upon failure to comply with deadlines as agreed upon in this contract, the tenderer will be fined retrospectively to the agreed date on a daily basis to the amount of R500-00 (five hundred rand) per

day until the terms of the agreement have been fulfilled. This step will take place notwithstanding the municipality's rights and remedies and the right to claim damages.

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

### 6.3 RETENTION

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

## 7. INSURANCE

Tenderer shall submit proof in terms of Schedule 7 hereof relating to Professional Indemnity

Insurance relating to the nominated person/s to a minimum value of R1, 000,000.00 and Public Liability Insurance held by Tenderer for a minimum value of R5,000, 000.00.

## 8. VALUATION SUMMARY

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

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

ITEM NO	DESCRIPTION	ESTIMATED NO. OF ENTRIES
1	SMALL HOLDINGS used for agricultural purposes	7
2	SMALL HOLDINGS used for purposes other than agriculture	137
3	FARMS used for agricultural purposes	183
4	FARMS used for other purposes	148
5	MINING PROPERTIES	Unknown
6	NON RESIDENTIAL e.g. business, industrial, etc.	4 435
7	RESIDENTIAL	32 968
8	SECTIONAL TITLE UNITS	2 370
9	UNREGISTERED ERVEN comprising township owner interest accounts	Unknown
10	MULTIPURPOSE UNITS	100
11	<b>TOTAL ESTIMATED NUMBER OF ENTRIES</b>	<b>40 348</b>

Tenderer(s) shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Master will be made and compared to the above estimate. The tender price will then be adjusted *pro rata* on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 1.10 of "Schedule 2" hereof.

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

## 9. SUPPLEMENTARY VALUATIONS

Supplementary valuation rolls will be compiled twice a year for the following periods:



- |   |                |    |                  |
|---|----------------|----|------------------|
| ▪ | 1 July 2012    | to | 31 December 2012 |
| ▪ | 1 January 2013 | to | 30 June 2013     |
| ▪ | 1 July 2013    | to | 31 December 2013 |
| ▪ | 1 January 2014 | to | 30 June 2014     |
| ▪ | 1 July 2014    | to | 31 December 2014 |
| ▪ | 1 January 2015 | to | 30 June 2015     |

Tenderer will be required to submit a certified supplementary valuation roll to the Municipal Manager not later than 3 (three) weeks after the end date above.

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

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

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

The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in **Schedule 2** 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.

## 10. 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 2"**.

## 11. APPEALS

The Tenderer must attend all hearings of the valuation appeal board. The costs of attending to the hearings are reflected in **"Schedule 2"**.

## 12. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

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

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

If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give 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 crucial 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 Tenderer shall have no lien thereon.

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

In all cases the following data will be applicable:

- Extent of erf
- Date of purchase (where available)
- Purchase price (where available)
- Multiple uses (if applicable)
- Name of owner (including part owners)
- Street address (where available)
- Usage of property

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

#### 12.1 RESIDENTIAL ERVEN AND BUILDINGS

- Age
- Adverse features i.e. next to informal settlement, busy road, etc.
- Condition and rating
- Number of storeys
- Quality
- Size of dwelling/s, outbuildings and other structures on the property Special features i.e. swimming pool, walling, topography/slope
- View

#### 12.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

- Age
- Adverse features
- Condition of section
- Condition of scheme
- Developable Land reserved for future extension to scheme
- Erf no (cross referred)
- Exclusive use area
- Floor level
- Name of scheme
- No of storeys in the scheme
- Participation quota
- Positive features
- Registration no of scheme unit and flat no
- Unit type i.e. simplex, duplex, etc
- View

#### 12.3 INCOME PRODUCING PROPERTIES

- Condition rating
- Description of units i.e. 12 x 1.bedroom flats, 6 x ground floor shops
- Expense ratio to gross income
- Rentable or usable area
- Gross building area
- Other income factors e.g. car bays
- Quality of building rating
- Rentals actual and/or estimates provided by agents, tenants, landlords etc
- Sales capitalization rates and other information obtained from agents, brokers, purchasers, etc.
- Surplus developable land Turnover
- Contribution if available

#### 12.4 SPECIALISED PROPERTIES

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

#### 12.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

- Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc.
- Description of all buildings including use, condition and functionality. Schedule of estimated building sizes
- Investigation of land claims, land tenure etc

#### 12.6 AGRICULTURAL SMALL HOLDINGS

- Where used as a farming unit 12.5 will apply

- Where used for other purposes 12.1, 12.3 or 12.4 may have to be followed.

12.7 URBAN VACANT LAND

- Adverse features
- Positive features
- Topography/slope soil conditions services
- View

12.8 MINING LAND

- All data relating to the freehold including inter alia offices, hostels, dwellings etc.
- Buildings must be measured and fully described.
- Mining equipment and/or machinery i.e. shafts, headgear etc are excluded.
- Where mining land is held under separate mining title all details of the activities relating to the title must be stated in full including inter alia- size and description of buildings and improvements that are not deemed to be plant or equipment.

12.9 REGISTERED LEASES

- Significant features of the lease.

12.10 PUBLIC SERVICE INFRASTRUCTURE

- All relevant data including description, size and use of buildings.
- All equipment and/or machinery relating to Public Infrastructure must be excluded from the valuation process.

12.11 GENERAL

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

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

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

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

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

Actual use and town planning zonings are to be reflected. This includes illegal uses.

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

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

Tenderer(s) must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 8 hereof. The valuation roll must be fully compatible with the billing system of the municipality. Data must, therefore, be submitted to municipality in a field format that is recognizable by SAMRAS DB4, e.g. the suburb codes, erf numbers and subdivisions must correspond with the current data on DB4 and have 5 (five) characters for the suburb code. It must also include the following additional information:-

- The name of the building, if available.
- The establishment name if B&B or Guesthouse.
- The door/flat number.
- The SG code as defined by municipality.

Other data must be capable of being adapted to other systems of the municipality.

**13. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY AND/OR TENDERER****13.1 UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE TENDERER WITH THE FOLLOWING DATA:-**

- Current valuation roll.
- Copies of all supplementary valuation rolls.
- Available data such as field sheets, valuation records. etc.

**13.2 DATA RELATING TO THE COMPILATION OF VALUATION ROLLS**

Municipality will make available to Tenderer the data indicated with a tick.

ITEM	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photography/ satellite imagery.		Tenderer to obtain aerials (at the cost of Tenderer) if he decides to use aerial photography and/or satellite imagery
2	(a) <b>Valuation roll:</b> Building plans (b) <b>Supplementary valuation rolls:</b> Building plans and a monthly schedule of completed buildings.	✓	
3	(a) <b>Valuation roll:</b> Bulk deeds download at commencement date. (b) <b>Supplementary valuation rolls:</b> Deeds downloads in respect of property changes.	✓	
4	(a) <b>Valuation roll:</b> Cadastre (b) <b>Supplementary valuation rolls:</b> Cadastre monthly updates	✓	
5	(a) <b>Valuation roll:</b> Copies of all offers received to purchase and/or lease municipal properties. (b) <b>Supplementary valuation rolls:</b> Monthly copies of all offers received to purchase and/or lease Municipal properties.	✓	
6	(a) <b>Valuation roll:</b> Copies of all sales/rental agreements relating to properties sold by the Municipality whether registered or not. (b) <b>Supplementary valuation rolls:</b> Monthly copies of all sales/rental agreements relating to properties sold by municipality whether registered or not.	✓	
7	(a) <b>Valuation roll:</b> Copies of all consent use applications received approved or declined. (b) <b>Supplementary valuation rolls:</b> Monthly copies of all consent use applications received approved or declined.	✓	
8	(a) <b>Valuation roll:</b> Copies of all township applications, rezoning, consolidations and notaries submitted to the municipality (b) <b>Supplementary valuation rolls:</b> Monthly copies of all township applications, rezoning, consolidations and notaries submitted to the municipality	✓	
9	(a) <b>Valuation roll:</b> Copies of all approvals and/or rejections by municipality of the above. (b) <b>Supplementary valuation rolls:</b> Monthly copies of all approvals and/or rejections by municipality of the above.	✓	
10	(a) <b>Valuation roll:</b> Copies of all policy decisions relating to immovable property within municipality. (b) <b>Supplementary valuation rolls:</b> Monthly copies of all policy decisions relating to immovable property within municipality.	✓	
11	(a) <b>Valuation roll:</b> Copies of water and electricity deposits relating to properties not previously connected. (b) <b>Supplementary valuation rolls:</b> Monthly copies of water and electricity deposits relating to properties not previously connected.	✓	
12	(a) <b>Valuation roll:</b> Development plans. (b) <b>Supplementary valuation rolls:</b> Changes to development plans.	✓	
13	(a) <b>Valuation roll:</b> Clearance certificates. (b) <b>Supplementary valuation rolls:</b> Monthly clearance certificates.	✓	
14	(a) <b>Valuation roll:</b> Deeds downloads. (b) <b>Supplementary valuation rolls:</b> Monthly deeds download.	✓	
15	(a) <b>Valuation roll:</b> Monuments and heritage buildings. (b) <b>Supplementary valuation rolls:</b> Monuments and heritage buildings declared from time to time.	✓	

16	(a) <b>Valuation roll:</b> Occupation certificates where available. (b) <b>Supplementary valuation rolls:</b> Occupation certificates where available.	✓	
17	(a) <b>Valuation roll:</b> Occupation certificates where available. (b) <b>Supplementary valuation rolls:</b> Occupation certificates where available.	✓	
18	(a) <b>Valuation roll:</b> See (b) below. (b) <b>Supplementary valuation rolls:</b> Reports on properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements - ongoing basis.	✓	
19	(a) <b>Valuation roll:</b> Town planning schemes. (b) <b>Supplementary valuation rolls:</b> Town planning scheme(s) - updates thereof.	✓	
20	(a) <b>Valuation roll:</b> Not applicable. (b) <b>Supplementary valuation rolls:</b> With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register - <ul style="list-style-type: none"> <li>• copy of proclamation notice;</li> <li>• amendment scheme; and</li> <li>• services agreement.</li> </ul>	✓	
21	(a) <b>Valuation roll:</b> Not applicable. (b) <b>Supplementary valuation rolls:</b> Annual inspection and review of section 9 & 15 properties referred to in the Act.	✓	
22	(a) <b>Valuation roll:</b> Town planning schemes. (b) <b>Supplementary valuation rolls:</b> Town planning scheme(s) - updates thereof.	✓	
23	(a) <b>Valuation roll:</b> Maps and diagrams from the Surveyor-General. (b) <b>Supplementary valuation rolls:</b> Monthly diagrams from the Surveyor-General.	✓	
24	(a) <b>Valuation roll:</b> See (b) below. (b) <b>Supplementary valuation rolls:</b> Notices appearing in government/ provincial gazettes relating to properties within the municipality's area of jurisdiction	✓	
25	(a) <b>Valuation roll:</b> Rates policy. (b) <b>Supplementary valuation rolls:</b> Annual review of rates policy - copy thereof.	✓	

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

Where the municipality is not fulfilling its obligations in terms of this paragraph, Tenderer will advise the Municipal Manager of such default in writing and request that the default of the municipality be rectified.

#### 14. PRINTING AND BINDING OF VALUATION ROLLS

Tenderer shall be responsible for providing 5 (five) copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.

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

Additional copies of the valuation roll and/or supplementary valuation rolls will be as indicated in "Schedule 2" hereof.

#### 15. VALUATION SYSTEM

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

- The valuation system must be compatible with the South African Municipal Resource and Accounting System (SAMRAS) used by the municipality.
- The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
- The valuation system must be capable of recording objections and appeals and must reflect -

- name of objector;
  - name of owner;
  - objection number;
  - entry required by objector;
  - decision of valuer;
  - reasons of valuer;
  - decision of appeal board;
  - existing valuations and valuations reflected in the valuation roll;
  - adjustments made by the valuer and the appeal board; and
  - historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.
- The valuation system must be capable -
    - of storing data describing the improvements and its attributes (Dwelling, Garage, etc), on each property in the Municipality's area of jurisdiction; and
    - of extracting basic information in relation to vacant properties in the Overstrand.
  - The valuation system must use the property key number provided by the Surveyor-General (LG code) and the Deeds Office and be able to download data directly from the deeds office as well as the Surveyor General.

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

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

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

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

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

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

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

- Tenderer will ensure that all data collected manually on paper is scanned into PDF document 'read only' format.
- Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- Tenderer shall enforce all other static documents formats are set as 'read only' and set the relative permissions on GIS and all third party data.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.
- Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderer(s) appointed network administrator/s only.
- Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- Tenderer(s) will ensure that data which is available to the public and not of a confidential nature, is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service provider's infrastructure.
- Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
- Tenderer will ensure that all data is properly backed up and safeguarded with due regard to good practice in this regard.

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

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

#### 15.2 DATA TRANSFER

Data must be compatible with the South African Municipal Resource and Accounting System (SAMRAS) used by the municipality.

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

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

#### 15.3 GENERAL

Tenderer will ensure that he fully acquaints himself with the amount of data to be stored and what data needs to be protected.

### 16 KEY TASK FUNCTIONS

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

STAGE	DESCRIPTION	DEADLINE (DATE)
1	Initial data collection, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing municipal valuation records.	30 June 2011
2	Obtain new data necessary to compile valuations: Includes inspection, data capture, sales, measurements, rentals, expense ratios, etc.	31 August 2011
3	Compile valuations.	31 October 2011
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement of the process and date of valuation.	31 December 2011
5	Submit a certified valuation roll to the municipal manager.	28 February 2012
6	Conclude the objection process as prescribed in the Act.	30 April 2012
7	Conclude the appeal process as prescribed in the Act.	10 June 2012
8	Finalise all of the valuation enquiries emanating from the general valuation.	31 August 2012 - subsequently ongoing
9	Submit all data or copies thereof to the municipality and issue a final delivery certificate.	27 June 2012
10	Implementation of the general valuation roll.	1 July 2012

### 17 GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

Failure to meet the deadlines in regard to the submission of a certified valuation roll will result in delays in the finalisation of the annual rates policy, which will ultimately affect the determination of the rates structure of the municipality.

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

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

**18 NIMUM REQUIREMENTS PER STAGE:**

Stage 1: DOCUMENTATION

Obtain the following:-

- Copy of the current valuation roll.
- All supplementary valuation rolls.
- Cadastre information.

Bulk deeds download.

Download all data onto Tenderer(s) valuation system and create property master.

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

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

Order aerial/satellite photographs - not provided by municipality.

Stage 2: DATA COLLECTION:

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

Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

Stage 4: INTERNAL MONITORING OF VALUATIONS:

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

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

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

Stage 5: SUBMISSION OF A CERTIFIED ROLL

After correcting the draft roll, Tenderer shall bind and certify the roll for submission to the Municipal Manager.

Stage 6: OBJECTION PROCESS:

Tenderer will be obliged to attend to the following:-

- Receive objections in terms of section 50(5) of the Act.
- Comply with section 51 and where section 52(1) is applicable, comply with section 52(a) of the Act.
- Comply with sections 53(1) and 53(3) of the Act.

Stage 8: VALUATION APPEALS BOARD HEARINGS:

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

Stage 9: ATTENDING TO ALL VALUATION ENQUIRIES:

Tenderer will within 7 (seven) days attend in writing to all valuation enquiries concerning the valuation roll and supplementary valuation rolls.

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

Tenderer(s) will have to ensure that within 30 (thirty) days of the submission of each supplementary valuation roll and thereafter, that a copy of all data in their possession has been provided to municipality in either an electronic and hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled. In the case of the general valuation the said data must be submitted as indicated in the timetable.

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



**19 METHODS OF PAYMENT:**

The municipality will pay Tenderer on a progress basis measured against performance of each stage:

STAGE NO.	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	20	✓	
2	Data collection	20		✓
3	Valuation compilation	20		✓
4	Internal monitoring	-		
5	Submission of a draft roll to the municipal manager	5	✓	
6	Submission of certified roll	5	✓	
7	Objection process and completion of submitting reasons to objectors	10	✓	
8	Valuation appeal board hearings	10	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission	
9	Submission of data to municipality and issuing by the municipality of a final delivery certificate	10	✓	

**20 SCHEDULE OF FEES:**

The Schedule of Fees, "Schedule 2" must be completed by the Tenderer and will be read as the Tenderer(s) fee proposal in terms of this tender.

**21 FUNCTIONALITY POINTS CLAIM:**

At least sixty (60) percent must be obtained for functionality, in order to qualify for further consideration of this bid..

The functionality points for this bid are allocated as indicated in table below:

ITEM NO.	EVALUATION CRITERIA		MAXIMUM POINTS ALLOCATED
21.1	<b>Experience of the Firm (Page 61):</b>	1 point for every successfully completed project.	15
21.2	<b>Experience of key personnel:</b>		10
21.2.1	Municipal Valuer (Project Manager) (Page 31).	1 point for every 2 years of relevant experience	4
21.2.2	Substitute Municipal Valuer (Page 35).	2 points for every 2 years of relevant experience	4
21.2.3	Assistant Municipal Valuer (Page 39).	2 points for every 2 years of relevant experience	2
21.3	<b>Resources:</b>		10
21.3.1	Proof of acceptable IT		5

	infrastructure(Page 46).		
21.3.2	Proof of sufficient and capable human resources to complete the project as described in this document (Page 47).		5
<b>21.4</b>	<b>Methodology and Time Frame (Page 48).</b>		<b>15</b>

Bidders must submit a thorough methodology, with time frame and estimated cost of the project. The methodology shall be evaluated on services as indicated under the scope of the project and the following norms:

- Project specific services methodology
- Itemised description of the project considerations, practices and services.
- Approaches to:
  - Problem solving and liaison with Council/Officials
  - High-level schedule of activities related to time.

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

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

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

#### GENERAL DEFINITIONS

“Experience of Firm” means the number of similar projects which were successfully completed in the local government sector.

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

“Key Personnel” means those personnel, indicated in paragraph 4, and that is on site and directly involved with the municipality and project.

“Relevant experience” means years experience in a similar position as indicated in paragraph 4.2, which are in line with the scope

“Scope” means as defined in the Terms of Reference of this particular project

#### FUNCTIONALITY POINTS CLAIMED IN TERMS OF PARAGRAPH 21 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN ATTACHMENTS

Functionality Criteria	Existence/Experience	Points claimed
<b>Experience of Firm:</b>	.....projects	.....

(List of similar successfully completed projects by the firm must be attached.)

#### Experience of key personnel:

Project Manager (Municipal valuer)	.....years	.....
Assistant (Substitute Municipal Valuer)	.....years	.....
Assistant (Assistant Municipal Valuer)	.....years	.....

The following points are allocated for functionality and price:

- Ninety (90) percent for price; and
- Ten (10) percent in respect of preferential procurement points (PPP). (Please refer to the attached MDB documents).

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

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

1. 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)**


2. Have you ever been disqualified as a valuer? If yes, full details and reasons to be supplied.....
3. 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.....

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

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

6. Have you compiled any valuation rolls utilising GIS and/or aerial photography? If Yes  
Provide full details

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO.

7. Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal roll? If yes

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

8. VALUATION BOARD HEARING EXPERIENCE

Have you appeared before a valuation board in terms of previous legislation?

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

9. VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared before a valuation appeal board in terms of previous legislation or this act?

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


10. I, the undersigned .....

do hereby make oath and say that -

I have completed the questionnaire 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; and

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 of the month.....2010

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 before me*

at.....

on the .....day of the month.....2010

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

TO BE STAMPED BY JUSTICE OF  
PEACE/COMMISSIONER OF OATHS

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

1. 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)**


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

3. 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.....

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

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY


6. Have you compiled any valuation rolls utilising GIS and/or aerial photography? If Yes  
Provide full details

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO.

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

8. VALUATION BOARD HEARING EXPERIENCE

Have you appeared before a valuation board in terms of previous legislation? **YES/NO**

If yes -

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



## 9. VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared before a valuation appeal board in terms of previous legislation or this act?  
YES/NO If yes -

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

10. I, the undersigned .....

do hereby make oath and say that -

I have completed the questionnaire 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; and

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 of the month.....2010

\_\_\_\_\_  
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 before me at..... on the  
.....day of the month.....2010*

\_\_\_\_\_  
Justice of Peace/Commissioner of Oath

TO BE STAMPED BY JUSTICE OF  
PEACE/COMMISSIONER OF OATHS

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

**1. The Tenderer hereby nominates the following person to be designated in terms of section 35 as the assistant municipal valuer:**

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

 PROFESSIONAL REGISTRATION NO.  
 (Attach certified copy of certificate)


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

3. 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.....

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

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

6. Have you compiled any valuation rolls utilising GIS and/or aerial photography? If Yes  
Provide full details

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO.

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

8.

#### VALUATION BOARD HEARING EXPERIENCE

Have you appeared before a valuation board in terms of previous legislation?

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

## 9. VALUATION APPEAL BOARD HEARING EXPERIENCE

Have you appeared before a valuation appeal board in terms of previous legislation or this act?

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

10. I, the undersigned .....

do hereby make oath and say that -

I have completed the questionnaire 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; and

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 of the month.....2010

---

**SIGNATURE: NOMINATED PERSON  
AS ASSISTANT 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 before me*

*at.....*

*on the .....day of the month.....2010*

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

TO BE STAMPED BY JUSTICE OF  
PEACE/COMMISSIONER OF OATHS

## SCHEDULE 2

### DETERMINATION OF FEES

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

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

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1	General valuation roll	Fixed tender amount	R	Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rates of items 1.1 to 1.10 hereunder. The <i>pro rata</i> adjustments will be calculated on the individual rates of items 1.1 to 1.10 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.10.
		Rate per entry		
1.1	Agricultural small holdings			
1.2	Small holdings used for other purposes than agriculture			
1.3	Farms used for agricultural purposes			
1.4	Farms used for purposes other than agriculture			
1.5	Mining properties			
1.6	Non-residential properties i.e. business, industrial, etc.			
1.7	Residential properties			
1.8	RDP Housing			
1.9	Sectional title units			
1.10	Flats other than sectional title units			
2	Township owner interest accounts including unregistered erven comprising the townships			
2.1	<b>Supplementary valuations: Monthly option</b>			
	Year 1			
	Year 2			
	Year 3			
2.2	<b>Entry option</b>	Rate per entry.....		
3	Section 51 compliance		Nil	Part of compilation fee
3.1	Section 53 (3)	Per reason.....		
4	<b>Appeals board</b>	Per hour.....		

	<b>hearings:</b> Preparation and consultations with professionals appointed by the municipality for specific appeals. [Per valuer attending]			
4.1	Attendance at appeals board meetings [Per valuer attending]	Per day.....		
5	<b>Data collection</b>			
6	<b>Valuations requested by the municipality for other than rating purposes</b>	State the basis of fees..... ..... ..... .....		
7	Consultations	Hourly rate.....		
8	<b>Valuation enquiries - per inquiry</b>	Fixed fee.....		
9	<b>Travelling expenses</b> per km for valuations other than for rating and/or supplementary valuations where the entry option has been chosen by the municipality	State the tariff to be applied..... ..... .....		
10	<b>Disbursements for valuations</b> other than for rating and/or supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied..... ..... .....		
11	<b>Additional copies of valuation roll</b>	Per additional copy.....		

**NOTE:**

**ALL PRICES SHALL BE QUOTED IN SOUTH AFRICAN CURRENCY AND BE INCLUSIVE OF VAT.**

**SCHEDULE 3**

**DATA BACK UP AND DISASTER RECOVERY PLAN**

1. The minimum level of data protection and recovery plan will be as set out under paragraph 15.1 hereof. In the event of Tenderer not wishing to conform to such standards Tenderer shall attach as Schedule 3, a complete proposal in this regard.
2. Municipality shall not be obliged to accept such proposal of Tenderer and municipality reserves the right to refer the proposal of Tenderer for evaluation by a recognised expert in the field of data back up and recovery



**SCHEDULE 4**  
**COMPUTER SYSTEMS**

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

**SCHEDULE 5**  
**HUMAN RESOURCES**

1. Tenderer and/or nominated person(s) to complete the following schedule:

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

**Schedule 5 must be accompanied by a human resources organogram of Tenderer and nominated person(s).**

**SCHEDULE 6**

**PROJECT WORK PLAN**

1. Tenderer to attach as Schedule 6 comprehensive work plan reflecting *inter alia* -  
  
    work definition;  
    workflow;  
    timelines; and  
    deadlines.
2. Note the above schedule will together with the Key Task Functions under paragraph 18 hereof become the basis upon which the municipality will monitor the Tenderer(s) progress and municipality shall be entitled to take action against Tenderer if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 16 hereof
3. Tenderer to include hereunder a work flow diagram or chart illustrating his understanding of the entire valuation process necessary to compile the valuations referred to in this tender.

**SCHEDULE 7**  
**PROOF OF INSURANCE COMPLIANCE**

1. Attached as Schedule 7 proof in terms of paragraph 7.

**SCHEDULE 8**

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

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

**SCHEDULE 9**

**PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS**

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

**SCHEDULE 10**

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

**SCHEDULE 11**

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

1. Tenderer should indicate under Schedule 11 any item and/or additional service that will be included in the tender.
2. However, Tenderer may not vary any of the terms and conditions of this tender. If so, such variation will invalidate the tender.
3. The purpose of this schedule is to draw to the attention of the municipality any services that Tenderer will provide at his cost that have not been provided for in the Tender document and that will be of benefit to the municipality.



**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 Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures! Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the Municipality\*.
2. Any person, having a kinship with persons in the service of the Municipality, 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 Municipality, 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.....

3.2 Identity Number.....

3.3 Company Registration Number.....

3.4 Tax Reference Number.....

3.5 VAT Registration Number.....

3.6 Are you presently in the service of the Municipality\* .....

**YES/NO**

3.6.1 If so, furnish particulars.....  
.....

3.7 Have you been in the service of the Municipality for the past twelve months?

**YES/NO**

3.7.1 If so, furnish particulars.  
.....

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\*MSCM Regulations: "in the service of the Municipality" means to be —

(a) a member of -

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

3.8 Do you, have any relationship (family, friend, other) with persons In the service of the Municipality and who may be involved with the, evaluation and or adjudication of this bid?

**YES/NO**

3.8.1 If so, furnish particulars.....  
.....  
.....  
.....

3.9 Are you, aware of any relationship (family, friend, other)  
between a bidder and any persons in the service of the  
Municipality 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 any of the company's directors, managers,  
principle shareholders or stakeholders in service  
of the Municipality?

**YES/NO**

3.10.1 I so, furnish particulars.....  
.....  
.....

3.11 Are any spouse, child or parent of the  
company's directors, managers, principle shareholder  
in service of the Municipality?

**YES/NO**

3.11.1 If so, furnish particulars.....  
.....  
.....

#### CERTIFICATION

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.  
I ACCEPT THAT THE Municipality MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**MBD 6.1****PURCHASES****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individuals, (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

---

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.**

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**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

1.2 The value of this bid is estimated to exceed R500 000 and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>90</b>
<b>1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS</b>	
(a) <b>Historically Disadvantaged Individuals:</b>	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	3
(ii) who is a female	1
(iii) who has a disability	1
<b>(b) Other specific goals (goals of the RDP - (plus local manufacture)</b>	
(i) Promotion of small businesses (MBD 6.3)	1
(ii) Development of human resources (MBD 6.6)	1
(iv) Local tenderers (MBD 6.9 or MBD 6.10 or MBD 6.11)	1 or 2 or 3
<b>Total points for Price, HDIs and other RDP-goals must not exceed</b>	<b>100</b>

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2(b) above.

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (‘the interim Constitution’); and/or
  - (2) who is a female; and/or
  - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person
- 2.12 who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or 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.

- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3-2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

### 4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

### 5. POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

Ps = Points scored for price of bid under consideration  
 Pt = Rand value of bid under consideration  
 Pmin = Rand value of lowest acceptable bid

### 6. Points awarded for historically disadvantaged individuals

- 6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13(5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = the maximum number of points awarded for equity ownership by an HDI in that specific category

EP = the percentage of equity ownership by an HOI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HOI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HOI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HOI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership,

## 7. BID DECLARATION

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

## 8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.9.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership <b>by persons who</b> had no franchise in the national elections	%	.....
8.2	Equity ownership <b>by women</b>	%	.....
8.3	Equity ownership *	%	.....

\*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

## DECLARATION WITH REGARD TO EQUITY

- 9.1 Name of firm.....
- 9.2 VAT registration number.....
- 9.3 Company registration number.....

## 9.4 TYPE OF FIRM

Partnership  
One person business/sole trader  
Close corporation  
Company (Pty) Limited

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

[TICK APPLICABLE BOX]

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

Manufacturer  
 Supplier  
 Professional service provider  
 Other service providers e.g. transporters, etc.  
 [TICK APPLICABLE BOX]


**9.7 MUNICIPAL INFORMATION**

State where business is situated: .....

Registered Account No.: .....

Stand No: .....

**9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS: .....****9.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant, Information to be used to calculate the points claimed in paragraph 8.**

Name	Date/Position occupied in enterprise	ID Number	Date RSA Citizenship obtained	*HDI Status			% of busine ss enterp rise owned
				No franchise Prior to elections	Women	Disabled	

\*Indicate YES or NO

**9.10 CONSORTIUM/JOINT VENTURE**



- 9.10.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following must be furnished in order to be entitled to the points claimed in respect of the following HDI member:

Name of HDI member (to be consistent with paragraph 6.9)	Percentage (%) of the contract value managed or executed by the HDI member

- 9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do soon behalf of the firm certify that points claimed, based on the equity ownership indicated in paragraph a of the foregoing certificate, qualifies the firm for the Preference(s) shown and I / we acknowledge that:

- (i) the information furnished is true and correct;
- (ii) the Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are Correct;
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) 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.

**WITNESSES:**

1. ....

2. ....

Address.....

SIGNATURE(S) OF BIDDER(S)

Date.....

## MBD 6.3

## PROMOTION OF SMALL BUSINESSES

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

**NB: BEFORE COMPLETING THIS FORM BIDDERS MUST STUDY THE GENERAL CONDITIONS DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MSD 61 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2001**

1. Regulation 17(3) (c) of the Preferential Procurement Regulations makes provision for the promotion of small businesses within the preference point systems.
2. **SPECIFIC GOAL** **POINTS ALLOCATED**  
 The promotion of small businesses as defined in the National Small Business Act, 19% (Act 102 of 1996). 1
3. **BID DECLARATION**  
 Bidders who wish to claim points in respect of this goal must complete paragraph 5 below.
4. **POINTS CLAIMED**  
 Indicate whether the points allocated for this goal is claimed. **YES/NO**
5. **INFORMATION FURNISHED WITH REGARD TO THE PROMOTION OF SMALL BUSINESSES**
  - 5.1 Indicate whether the company is a small, medium or micro enterprise as defined by the National Small Business Act, 1996 (Act 102 of 1996) **YES/NO**
  - 5.1.1 If the response to paragraph 5.1 is yes, the following must be completed:
    - 5.1.1.1 Sector or sub-sector in accordance with the Standard Industrial Classification .....
    - 5.1.1.2 Size or class .....
    - 5.1.1.3 Total full-time equivalent of paid employees .....
    - 5.1.1.4 Total annual turnover R.....
    - 5.1.1.5 Total gross asset value (fixed property excluded) R.....
    - 5.1.1.6 Points claimed hereunder must be based on value added, excluding profit and overheads but including and not limited to local manufacture, packaging and distribution to this specific bid.
    - 5.1.1.7 The purchaser shall indicate the different categories of percentage value added as well as the points allocated for each category. These categories may vary from industry to industry. The bidder is compelled to indicate for which category he/she is bidding and the relevant percentage points claimed.
    - 5.1.1.8 Please furnish details of value added:.....  
 .....  
 .....

5.1.1.9 If required, the information supplied above must be substantiated by an external auditors certificate and the relevant documentation

5.2 Indicate whether the company is actively involved in the promotion of small businesses, as defined in the National Small Business Act, 1996 (Act 102 of 1996), by subcontracting/outsourcing any of the business functions of the company to local small businesses *inter-alia* manufacturing packaging, distribution etc.

YES/NO

5.2.1 If the response in paragraph 5.2 is yes, paragraphs 5.1.1.1 to 5.1.1.5 as well as the following must be completed:

5.2.1.1 Specific business function(s) subcontracted/out sourced .....

5.2.1.2 Name of small business .....

5.2.1.3 Address and telephone number of small business as well as contact person .....  
.....

5.2.1.4 Points claimed hereunder must be based on outsourced business to small businesses as percentage of annual turnover for the previous financial year:

a

Percentage of turnover	Points allocated	Points claimed
1.0 - 1.5%		
1.6 - 2.0%		
2.0%+		

5.2.1.5 If required information supplied above must be substantiated by an external auditors certificate and the relevant documentation.

5.3 Total points claimed under par. 5.1.1.6 and 5.2.1.4 will not exceed the maximum of..... points allocated for this specific goal.

## 6. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on promotion of small, medium or micro enterprises, qualifies the firm for the point(s) shown and I/we acknowledge that -

- (a) the information furnished is true and correct;
- (b) in the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct; and
- (c) if the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have, -
  - (i) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (ii) 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.

**WITNESSES:**

1. ....

2. ....

SIGNATURE(S) OF BIDDER(S)

DATE: .....

## MBD6.6

## PREFERENTIAL PROCUREMENT

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

## DEVELOPMENT OF HUMAN RESOURCES, INCLUDING ASSISTING IN TERTIARY AND OTHER ADVANCED TRAINING PROGRAMMES IN LINE WITH KEY INDICATORS SUCH AS PERCENTAGE OF WAGE BILL SPENT ON EDUCATION AND TRAINING AND IMPROVEMENT OF MANAGEMENT SKILLS

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

- Regulation 17(3) (j) of the Preferential Procurement Regulations makes provision for the promotion of active involvement in the development of human resources, including assisting in tertiary and other advanced training programmes in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills

## SPECIFIC GOAL

## POINTS ALLOCATED

The development of human resources including assisting in tertiary and other advanced training programmes in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills

1

## 2. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 4 below.

## 3. POINTS CLAIMED

Indicate whether point(s) for this goal is (are) claimed

Yes/No

## 4. INFORMATION WITH REGARD TO HUMAN RESOURCE DEVELOPMENT

- Indicate whether your company develops its human resources by inter alia, assisting in tertiary and other advanced training programmes. Specify programmes and number of persons currently involved as well as envisaged benefit for these persons.

- Points will be awarded based on the following sliding scale;-

% of wage bill spent on development	Points allocated	Points claimed
1 - 1.5%		
1.6 - 2.0%		
2%+		

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

**NOTE: Training Courses shall address all related issues, utilizing human resources for the improvement of management and other skills, advice on functional tools and methods to be used to transfer these skills**

## 5. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do soon behalf of the firm declare that points claimed, based on human resource development, qualifies the firm for the point(s) shown and I/we acknowledge that -

- (a) the information furnished is true and correct;
- (b) the signatory to bid document is duly authorised;
- (c) in the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (d) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (i) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (ii) 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.

**WITNESSES**

1. ....

2. ....

SIGNATURE(S) OF BIDDER(S)

DATE: .....

**MBD 6.9****PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2001 PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE**


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**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2001.**

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1. Regulation 17(3) (e) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.
2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Western Cape Province. This includes an enterprise whose head office may be situated in another province, but has established a fully-fledged branch within the Province. Enterprises located outside the borders of the Province and who only appoint agents and/or commission warehouses in the Province are expressly excluded from claiming points for this goal.

**SPECIFIC GOAL****POINTS ALLOCATED**

The stimulation of the Provincial economy by procuring locally

**1**

3. Preference points may only be claimed by enterprises located within the borders of the Western Cape Province. (See paragraph 2 above).

**4. BID DECLARATION**

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

**5. POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the borders of the Western Cape Province is/are claimed.

**Yes/No****6. DECLARATION WITH REGARD TO LOCALITY**

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical:.....

Postal:.....

Telephone:.....

Fax: .....

Address of Head Office: Physical: .....

Postal: .....

Telephone:.....

Fax: .....

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that -

- (a) the information furnished is true and correct;

- (b) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct;
- (c) if the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
  - (i) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
  - (ii) 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.

**WITNESSES:**

1. ....

2. ....

SIGNATURE(S) OF BIDDER(S)

DATE: .....



**MBD 6.10****PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC REGION****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001,**

1. Regulation 17(3) (f) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific region for work to be done or services to be rendered in that region.
2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overberg Region** of the Western Cape Province. This includes an enterprise whose head office may be situated elsewhere, but has established a fully-fledged branch within this Region. Enterprises located outside the borders of this Region and who only appoint agents and/or commission warehouses in this Region are expressly excluded from claiming points for this goal.

**SPECIFIC GOAL****POINTS ALLOCATED**

The stimulation of the Provincial economy by procuring locally from enterprises located in the Overberg Region.

**2**

3. Preference points may only be claimed by enterprises located within the Overberg Region. (See paragraph 2 above).

**4. BID DECLARATION**

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

**5. POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the Overberg Region is/are claimed.

**Yes / No****6. DECLARATION WITH REGARD TO LOCALITY**

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical: .....

Postal: .....

Telephone: ..... Fax: .....

Address of Head Office: Physical: .....

Postal: .....

Telephone: ..... Fax: .....

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that -

- a) the information furnished is true and correct;
- b) in the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct;
- c) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
  - (i) recover all costs, losses or damages it has incurred or suffered as a result of wrong information Furnished; and
  - (ii) 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.

**WITNESSES:**

1 .....

2 .....

SIGNATURE(S) OF BIDDER(S)

DATE: .....

**MBD 6.11**

**PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001**

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**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001,**

---

1. Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific region for work to be done or services to be rendered in that municipal area.
2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Overstrand Municipality. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The stimulation of the local economy by procuring from enterprises located within the borders of the **Overstrand Municipality**.

**3**

3. Preference points may only be claimed by enterprises located within the **Overstrand Municipality**. (See paragraph 2 above).

**4. BID DECLARATION**

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

**5. POINTS CLAIMED**

**Bidder to indicate whether the point(s) allocated for enterprises situated within the Overstrand Municipality is/are claimed. Yes / No**

**6. DECLARATION WITH REGARD TO LOCALITY**

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical: .....

Postal: .....

Telephone: ..... Fax: .....

Address of Head Office: Physical: .....

Postal: .....

Telephone: ..... Fax: .....

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

certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that -

- a) the information furnished is true and correct;
- b) in the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct; and
- c) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
  - (i) recover all costs, losses or damages it has incurred or suffered as a result of wrong information Furnished; and
  - (ii) 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.

**WITNESSES:**

1.....

2.....

DATE: .....

SIGNATURE(S) OF BIDDER(S)

**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 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) wilfully 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, 2004 (Act No. 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:-

Item	Question	Yes	No
<b>4.1</b>	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? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied.</b>	Yes	No
<b>4.1.1</b>	If so, furnish particulars:		
<b>4.2</b>	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, 2004 (Act No. 12 of 2004)? <b>(To access this register enter the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445).</b>	Yes	No
<b>4.2.1</b>	If so, furnish particulars:		
<b>4.3</b>	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
<b>4.3.1</b>	If so, furnish particulars:		
<b>4.4</b>	Does the bidder or any of his 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
<b>4.4.1</b>	If so, furnish particulars		
<b>4.5</b>	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
<b>4.5.1</b>	If so, furnish particulars		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>1</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
2. Municipal Supply Management 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.
3. 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.
4. In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:

**<sup>1</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

I certify, on behalf

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

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



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

.....  
Position

.....  
Date

.....  
Name of Bidder

# **CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

## **NAME OF THE BIDDER**

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

Directors / Shareholders / 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** certified copy(ies) of ID document(s)

I, ....., the undersigned,  
(Full name in block letters)

certify that the information furnished on this declaration form is correct and that I / we 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;

.....  
**Signature**

**THUS DONE AND SIGNED** for on behalf of the Bidder

At ..... on the ..... day of ..... 20.....  
(place) (date) (month) (year)

**For office use (comments):**

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

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE  
**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

BETWEEN:

.....  
(Employer)

AND

.....  
(Mandatory)

## INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management

of..... is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

Management: .....

### WRITTEN AGREEMENT

This is a written agreement between the (employer):

Name of EMPLOYER.....

and the (Mandatory):

Name of the MANDATARY.....

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I.....representing the MANDATARY do hereby

acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liase with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this..... day of.....2008 at .....

Signature.....

On behalf of MANDATARY.....

Signature.....

On behalf of the EMPLOYER.....