

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER 19/2024	CLOSING DATE:	03 MAY 2024	CLOSING TIME:	12H00
DESCRIPTION	COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX
SITUATED AT

LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	MRS JO-VERDA LADOUCÉ	
CONTACT PERSON	Sabelo NGCONGOLO		TELEPHONE NUMBER	023 615 8000	
TELEPHONE NUMBER	023 615 8000		FAX NUMBER		
FAX NUMBER	023 615 1563		E-MAIL ADDRESS	jladouce@langeberg.gov.za	
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER 19/2024

Tenders are hereby requested for the **COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS**, as specified in the bid document.

Completed Bids, in sealed envelopes, clearly marked “**TENDER 19/2024: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS**”, should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 03 MAY 2024** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

COMPULSORY CLARIFICATION MEETING

A COMPULSORY CLARIFICATION MEETING WILL BE HELD ON THE 09 APRIL 2024, AT 14H00, AT LANGEBERG MUNICIPAL OFFICES, 28 MAIN ROAD, ASHTON, IN COMMITTEE ROOM 35, Persons arriving later than 14H15 will not be allowed into the meeting.

This will be a **2 ENVELOPE COMPETITIVE BIDDING PROCESS**, comprising of a Technical Evaluation process (FUNCTIONALITY EVALUATION) and a Price Evaluation process (PRICE EVALUATION). Two separate envelopes must be submitted, clearly marked “TECHNICAL EVALUATION” and “PRICE EVALUATION”; and should contain the documentation required for the respective evaluation process.

The Municipality will at first, only open the envelope marked as “**TECHNICAL EVALUATION**” and evaluate all the Technical Evaluation bid documentation received in terms of the functionality criteria. Bidders scoring less than a minimum score of 70 points out of 80 in respect of “Functionality”, will be regarded as submitting a non-responsive tender and will be disqualified.

The Price Evaluation documentation for all responsive tenders who for - Functionality points have scored a minimum 70 points or more out of 80), will thereafter be opened and evaluated in terms of the Price criteria which includes the Langeberg Municipality’s Preferential Procurement Policy.

Shortlisted bidders may be required to do presentations regarding bid documentation submitted.

PLEASE NOTE:

The official Bid document must be fully completed in black ink, all pages must be submitted and the document should preferably be bound.

Supporting documents must be submitted separately and must be stapled or bound.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender.

Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **22 MARCH 2024**, on the Langeberg Municipal website:
www.langeberg.gov.za

Please refer written enquiries to **MRS J LADOUCE** (jladouce@[langeberg.gov.za](mailto:jladouce@langeberg.gov.za)).

DP LUBBE
MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.1.14. **"GCC"** means the General Conditions of Contract.
- 1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.1.17. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.18. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.19. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.20. **“Purchaser”** means the organization purchasing the goods.
- 1.1.21. **“Republic”** means the Republic of South Africa.
- 1.1.22. **“SCC”** means the Special Conditions of Contract.
- 1.1.23. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.1.24. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.25. **“Tort”** means in breach of contract.
- 1.1.26. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.27. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

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

1.3. General

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

- 1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

1.6. Patent Rights

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

1.7. Performance security

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

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 1.22 of GCC.

1.9. Packing

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

1.10. Delivery and documents

- 1.10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

1.11. Insurance

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

1.12. Transportation

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

1.13. Incidental Services

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

1.14. Spare parts

- 1.14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 1.14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

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

- 1.15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 1.15.6. All Machinery must comply with the Occupational Health and Safety (OHS) Act and its applicable regulations and standards.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

1.18. Variation orders

- 1.18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

1.19. Assignment

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

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

- 1.21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 1.21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 1.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 1.21.4. Except as provided under GCC Clause 1.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 1.23.

1.23. Termination for default

- 1.23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 1.23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 1.21.2;
 - 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 1.23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 1.23.6.2. the date of commencement of the restriction
 - 1.23.6.3. the period of restriction; and
 - 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

1.24. Antidumping and countervailing duties and rights

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

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 1.25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

1.26. Termination for solvency

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

1.27. Settlement of Disputes

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

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;
 - 1.28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

1.29. Governing language

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

1.30. Applicable law

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

1.31. Notices

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

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

- 1.33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

1.34. Amendment of contract

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

1.35. Prohibition of restrictive practices

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

- 1.35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigating and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 1.35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **“TENDER 19/2024: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS”**,

” must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

- 2.1.1. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.
- 2.1.2. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.
- 2.1.3. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.
- 2.1.4. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink, all pages must be submitted and should preferably be bound. Where information requested does apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.
- 2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

- 2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,

3. DECLARATION OF "IN THE SERVICE OF THE STATE"

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"in the service of the state" means to be –

(a) a member of –

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

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

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

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,

4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.

5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:
Bid number:
Closing Time 12:00
Closing date:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

6. DECLARATION OF INTEREST MBD 4

6.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

- 6.2.1 Full Name of bidder or his or her representative:
- 6.2.2 Identity Number:
- 6.2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
- 6.2.5 Tax Reference Number:
- 6.2.6 VAT Registration Number:

6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹"State" means –

- a) 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);
- b) any municipality or municipal entity;
- c) provincial legislature
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

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

6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO

6.4.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....

- 6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative
- 6.4.3 work outside employment in the public sector? YES / NO
- 6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO
- 6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....

.....

.....

6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses

conduct business with the state in the previous twelve months? YES / NO

6.4.8 If so, furnish particulars:

.....

.....

.....

6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.4.10 If so, furnish particulars.

.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any

time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 Application of preference point system

3.1.1.1 The Municipality will, in the tender documents, stipulate —

- (a) the preference point system applicable; and
- (b) any specific goal as envisaged in section 2(1)(d) and (e) of the Preferential Procurement Act.

3.1.1.2 If it is unclear whether the 80/20 or 90/10 preference point system applies—

- (a) in the case of a tender to generate income or to dispose of or lease assets, the highest acceptable tender; or
- (b) in the case of any other tender, the lowest acceptable tender, must be used to determine the applicable preference point system.

3.1.2 Points for Price: 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

3.1.2.1 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

3.1.2.2 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.2.3 The points scored must be rounded off to the nearest two decimal places.

3.1.2.4 The contract must be awarded to the tenderer scoring the highest points.

3.1.3 . Points for price: 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

3.1.3.1 The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

3.1.3.2 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.3.3 The points scored must be rounded off to the nearest 2 decimal places.

3.1.3.4 The contract must be awarded to the tenderer scoring the highest points.

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

The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.2.1 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.2.2 The points scored must be rounded off to the nearest 2 decimal places.

3.3.3 The contract must be awarded to the tenderer scoring the highest points.

3.3.4 Points for price:90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million

3.3.5 The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

3.3.6 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.3.7 The points scored must be rounded off to the nearest 2 decimal places.

3.3.8 The contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

4.2 A maximum of 20 points (80/20) preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
- (b) Promotion of enterprises located in the municipal area

- 4.3 Regarding par 4.2 (a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:**

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 4.4** A tenderer must submit proof of its BBBEE status level contributor [scorecard].

- 4.5** A tenderer failing to submit proof of BBBEE status level of contributor –

- 4.5.1** may only score in terms of the 80/90-point formula for price; and

- 4.5.2** scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

- 4.6 Regarding par 4.2 (b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows.**

Locality of supplier	Points
Within the boundaries of the municipality	10/5
Outside of the boundaries of the municipality	0

- 4.7 The policy should not include Pre-qualification goals.
- 4.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.
- 4.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.
- 4.9.1 may only score in terms of the 80/90-point formula for price; and
- 4.9.2 scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate.
- 4.10 The preference points scored by a tenderer must be added to the points scored for price.
- 4.11 The points scored must be rounded off to the nearest two decimal places.
- 4.12 The contract must be awarded to the tenderer scoring the highest procurement points.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE preference points system	05	10		
Promotion of enterprises located in the municipal area	05	10		

5 DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

5.5 Company registration number:

5.6 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

.....

.....

.....

.....

8 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

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

8.3 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.4 General Conditions of Contract; and

8.5 Other (specify)

.....
.....

.....
.....

.....
.....

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

9 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

9.1 I, DP LUBBE in my capacity as MUNICIPAL MANAGER,

9.2 accept your bid under reference number TENDER 19/2024 dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating delivery instructions is forthcoming.

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

10 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

10.5 This Municipal Bidding Document must form part of all bids invited.

10.6 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

10.7 The bid of any bidder may be rejected if that bidder, or any of its directors have:

10.8 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

10.9 been convicted for fraud or corruption during the past five years;

10.10 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

10.11 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
10.13	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.14	If so, furnish particulars:		
10.15	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.16	If so, furnish particulars:		

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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10.17	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 ☐
10.18	If so, furnish particulars:		
10.19	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
10.20	If so, furnish particulars:		
10.21	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 ☐
10.22	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

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

11.5 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

11.6 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

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

11.8 take all reasonable steps to prevent such abuse;

11.9 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

11.10 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.

11.11 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.

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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)

12.5 I have read and I understand the contents of this Certificate;

12.6 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

12.7 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

12.8 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;

12.9 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:

- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- provides the same goods and services as the bidder and/or is in the same line of business as the bidder

12.10 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

12.11 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- geographical area where product or service will be rendered (market allocation)
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a bid;
- the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

- 12.12 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.
- 12.13 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.
- 12.14 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;

- It shall not contract out of subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code may result in actions being taken against that service providers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider to resolve any issues stemming from the breach.

The range of actions to be imposed include but are not restricted to the following:

- Formal written warnings;
- Required disclosure of nature of breach in terms of the Policy;
- Immediate termination of contract;
- Criminal and/or civil action.

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____

14 TECHNICAL SPECIFICATIONS

TERMS OF REFERENCE

1. INTRODUCTION

The Langeberg Municipality hereby invites tenders from experienced and suitably qualified Valuers for the compilation and maintenance of general and supplementary valuation rolls in terms of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, hereinafter referred to as the “Act”, for all the areas within its area of jurisdiction. This includes

- (a) Robertson
- (b) Mc Gregor
- (c) Ashton
- (d) Bonnievale
- (e) Montagu
- (f) Rural Areas

The General Valuation Roll has a valuation date of 1 July 2024 and must be implemented on 1 July 2025. The successful Tenderer would thus be required to start work on the commencement date, which will be prior to 1 July 2025.

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

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

The successful Bidder must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the Bidder must advise municipality accordingly.

The Municipality will provide the successful Tenderer with certain data as detailed in paragraph 14 of this document. Any additional data or information needed to fulfil the requirements of the Act and the specific requirements of the Municipality shall be for the sole account and responsibility of the successful Tenderer.

Bidder(s) is obliged to complete Schedules 3A – 3H (in terms of Part B), the pricing schedule and the prequalification criteria (even if the mentioned schedules and documents are not directly referred to in the tender specification information) as well as all the Procurement Documentation attached to this tender. **Failure to do so can result in disqualification.** This includes the submission of a project work plan in terms of Schedule 6 which will require that the Tenderer keeps to the time schedules detailed therein, as well as to the time schedules in paragraph 14 and 16 of this document.

2. BACKGROUND

The Langeberg Municipality may, as per the Constitution, impose rates on properties as a source of revenue for the Municipality. To derive such revenue, the Municipality must adhere to the requirements and regulations of the Local Government: Municipal Property Rates Act (Act 6 of 2004) as amended. In terms of this Act the Municipality may levy a rate on properties in its jurisdiction in accordance with the provisions of the Act. The Langeberg Municipality Levies rates based on the Value and category of the Property as per the Valuation Roll. The Valuation Roll must be compiled in accordance with the requirements of the Act. It is based on this background that the Municipality needs to appoint a suitable qualified service provider to develop and maintain the Municipal Valuation Roll as well as the supplementary rolls for implementation between 1 July 2025 and 30 June 2030. This is a recurring contract for the general valuation. The current contract in terms of T26/2019 is ending 30 June 2025, hence the new contract is required to be implemented as from date of award until 30 June 2030, on condition that the necessary approvals for a long-term contract in terms of section 33 of the Municipal Finance Management Act are obtained. It should be noted that the award of this tender is subject to the Section 33 process and the approval by Council. Should council not approve, the long-term contract (Beyond three Financial Years), the contract shall revert back to a three financial year period, thus ending 30 June 2028

3. Eligibility Criteria

Only those tenders who satisfy the following criteria are eligible to submit tenders:

1. Who are registered as a Professional Valuer or Professional Associated Valuer in terms of the property Valuers Act, 47 (Act No 47 of 2000) as per the requirements of in terms of Section 39(1)(a) of the Local Government: Municipal Property Rates Act of 2004 (Act no 6 of 2004), as amended (proof of Registration must be submitted with the tender)
- 2.

4. DEFINITIONS

- **“Act”** 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.
- **“Assistant Municipal Valuer”** means a valuer as defined in terms of Section 39(2) of the Act
- **“Commencement Date”** shall mean the first day following the signature date.
- **“Data Ownership”** all data obtained, collected and/or utilised in the compilation and maintenance of the Supplementary Valuation Rolls belongs to the Municipality.
- **“Data Transfer”** all data utilised and/or collected by the Bidder including that of the data capturers, will be transferred by the Bidder to the Municipality on a minimum of a monthly basis and in a format mutually agreed upon.
- **“Date Draft Submission”** 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 preparation of their rates policy and tariffs and to monitor the correctness of the Roll.
- **“Date of Final Submission”** shall mean the date upon which the certified roll/s are handed to the Municipal Manager by the nominated person; shall 01 July 2024
- **“Date of Valuation”** shall mean 1 July 2024.
- **“Date of Supplementary Valuation”** Section 77 of Act 6 of 2004 – A municipality must regularly, but at least once a year, update its valuation roll by causing- (a) a supplementary valuation rolls to be prepared if section 78 applies; or (b) the valuation rolls to be amended if section 79 applies. This is to commence from 01 July 2025.
- **“Good Standing”** means that the Bidder 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 Bidder

- and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise.
- **“Final Delivery Certificate”** 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.
 - **“Letter of Acceptance”** means the written communication by the Municipality to the Bidder recording the acceptance by the Municipality of the Bidder(s) tender subject to any further terms and conditions to be included in the tender by agreement between the Bidder and the Municipality.
 - **“Municipality”** shall mean the Langeberg Municipality.
 - **“Municipal Valuer”** means a valuer as defined in terms of Section 39(1) of the Act.
 - **“Nominated Person”** means a valuer nominated by the Bidder who will comply with either the provisions of Section 39(1) or Section 39(2) of the Act;
 - **“Section”** 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;
 - **“Signature Date”** means the date of the signed letter of acceptance;
 - **“Specialised properties”** specialised properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties: -
 - a) Regional shopping centres.
 - b) Hotels.
 - c) Conference centres
 - d) Quarries
 - e) Mines
 - f) Grain depots.
 - g) Private hospitals
 - h) Provincial and/or State buildings such as Civic Centres, Prisons, etc.
 - i) Airports, Harbours and Stations;
 - j) Manufacturers.
 - k) Factories
 - l) Infrastructures e.g. railway lines. & road reserves.
 - m) Wine cellars (rural business properties)
-
- **“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 the Bidder as the basis of services to be rendered and any further agreement entered by the Bidder 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 the Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality’s general conditions of contract and all other schedules thereto;
 - **“Tenderer(s) or Bidder(s)”** means the Bidder whose tender has been duly accepted by the Municipality.
 - **“Validity Period”** shall be 120 days from the closing date of this tender.
 - **“Property Master File”** shall be defined as a property master file containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation. Bidder will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner’s interest account

whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

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

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

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

5. QUALIFICATION OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

In terms of Section 39(l)(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 Bidder must nominate the person to be designated as the Municipal Valuer by completing Schedule 3B, this includes proof of registration as a Professional Valuer or Professional Associated Valuer as well as a detailed Curriculum Vitae. The Bidder must nominate the person to be designated as the Substitute Municipal Valuer by completing Schedule 3C and the Bidder must complete Schedule 3D to nominate the person(s) to be designated as the Assistant Municipal Valuers, to be appointed under his control and authority.

The municipality reserves the right to fully investigate the qualifications, experience, and performance of the Bidder(s)' nominated person/s in terms of Schedules 3B, 3C and 3D hereof by reference to:

- Previous valuation board hearings;
- Appeal board hearings;
- Arbitration and supreme courts;
- General standing of the nominated persons within the valuation profession.
- Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with.
- Any institutions/municipalities that similar services were provided to.
- Municipality reserves the right to interview the nominated person/s.

The Bidder(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 Bidder the municipality reserves the right to cancel this agreement and hold the Bidder 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 Bid. Together with all schedules.

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of Schedule 3B and 3D bind themselves jointly and severally with Bidder to fulfil all terms and conditions of this Bid together with all schedules.

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

7. SCOPE OF THE SERVICES (SERVICE REQUIRED)

The Bidder, being experienced and suitably qualified in the process of the valuation of properties is expected to compile and maintain the general valuation roll and the supplementary valuation rolls after the general valuation.

In this process the Bidder and all appointed valuers and staff involved in the municipality's valuation process shall, where relevant, comply with the full extent of the MPRA and the municipality's Property Rates By-Law and Policy as amended from time to time.

Subject to meeting the requirements of Section 33 of the Municipal Finance Management Act, the tenderer will be responsible for the compilation and maintenance of General valuation roll to be implemented from 1st of July 2025 and valid until 30 June 2030 and must be maintained by compiling the supplementary valuation rolls in accordance with the requirements of the Act, at least once a year for the periods broken down as follow:

- i. Year 1 (2025/26) – 1 July 2025 until 30 June 2026;
- ii. Year 2 (2026/27) – 1 July 2026 until 30 June 2027;
- iii. Year 3 (2027/28) – 1 July 2027 until 30 June 2028;
- iv. Year 4 (2028/29) – 1 July 2028 until 30 June 2029; and
- v. Year 5 (2029/30) – 1 July 2029 until 30 June 2030.

Should the Section 33 process not be approved by Council prior to the implementation of the contract, the contract will run for a period ending 30 June 2027, and therefore will include the compilation of the General Valuation Roll as well as the Supplementary Valuation Rolls covered in that period.

In addition to compiling the said valuation rolls, the Bidder's nominated person/s will be required to assist the municipality in:

- i Community Participation and Public Awareness relating to the valuation and objection process.
- ii Attending to Valuation Enquiries on behalf of the municipality.
- iii Valuation of different categories of properties in terms of Section 8 of the MPRA and the municipality's Rates Policy and By-Law.
- iv Valuation of multiple purpose properties in terms of Section 9 of the MPRA and the review thereof.
- v The preparation of the Rates Policy in terms of the Act in regard to valuation matters.

7.1. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

- The Bidder, 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.
- In terms of the Promotion of Access to Information Act, the Municipality is obliged to provide certain information to the public.
- The Bidder 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, Bidder 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 to the bid document.
- Bidder 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 7
- Bidder 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

7.2. CONFIDENTIALITY

- In the process of collecting data and information in terms of Section 42 of the Act, the Bidders will have access to sensitive and confidential information. All data accessed, obtained, or collected by the Bidder and/or data collectors must always be kept confidential and not disclosed. The Bidder will comply in full of the provisions of Section 44 of the Act.
- In addition, data may not be used for personal gain by the Bidder or the Bidder's business, any employee, sub-contractor or any agent of the Bidder or any other person, body or organization receiving the information or data through the Bidder, or any of them employees or agents.

- Failure to observe these conditions will constitute a breach of contract, which could result in termination of this contract / Service Level Agreement.

7.3. INSURANCE

The bidder must submit proof of their Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R 3 000 000 and Public Liability Insurance held by the Bidder for a minimum value of R 1 000 00. This proof of evidence shall be attached under Schedule 4 of Part B.

7.4 CONTRACTORS INFORMATION

The information regarding contractor information must be provided and the Bid will not be evaluated if the attached form is not completed and submitted with the Bid document.

8. TECHNICAL REQUIREMENTS

8.1 VALUATION SUMMARY

8.1.1 The Bid 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.

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

Description	Estimated No of Entries
Business and Commercial	786
Agricultural	2316
Industrial	339
Public Benefit Organizations	41
Place of Worship	125
Public Service Infrastructure	140
Residential	14152
Public Service Purposes	968
Vacant	994
Multiple use Properties	138

TOTAL ESTIMATED NUMBER OF ENTRIES	19 702
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The municipality does not guarantee the accuracy or correctness of any data supplied to the Bidder and it is the responsibility of the Bidder to check and correct any such data supplied. The Bidder(s) must satisfy themselves regarding the number of entries both registered and unregistered forming part of the existing Municipal records and reflected above.

8.1.3. Every deed of transfer must be valued separately (as per registered property).

8.1.4. Bidder(s) shall base their Bid 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 Bid 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 Schedule: 13 (Pricing Schedule) hereof.

8.1.5. Where a property has been valued in terms of its multiple use, each multiple use will count as a separate entry, BUT WILL BE CALCULATED AS ONE PROPERTY in the calculation of final entries and price. (Especially on farms for differential tariffs/categories.)

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

8.2 SUPPLEMENTARY ROLLS

8.2.1 Supplementary Valuations will be compiled on an ongoing basis as they occur and supplied to municipality as soon as is reasonably possible. The Bidder will supply the municipality with a monthly schedule of all supplementary valuations compiled by him and ensure that the property master file is updated continuously as a result of such changes. An average of approximately **500** properties per must be valued per financial year.

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

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

8.2.4. The cost of compiling the supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in Schedule 13 hereof.

8.3 OBJECTIONS

The Successful Bidder must comply with the provisions of Section 51, 52 & 53 of the Act.

The cost of complying with the objection process is to be reflected in the Pricing Schedule.

8.4 APPEALS

The Successful Bidder must attend all hearings of the Valuation Appeal Board. The cost of attending the hearings to be reflected in the Pricing Schedule.

8.5 DATA COLLECTION AND DATA COLLECTION SYSTEMS

8.5.1 The Successful Bidder will be fully responsible for the gathering of all data necessary for them to compile the Valuation Roll and Supplementary Valuation Rolls. The data collected by Bidder must be capable of being checked, audited, verified, and monitored.

8.5.2 The 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.

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

8.5.4 The Successful Bidder will be given the opportunity to explain to the Municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by Bidder.

8.5.5. All data collected by the Bidder, in no matter what format, is the property of the Municipality.

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

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

8.5.8 Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, the Bidder will be required to do physical inspection and to take a photo (photo must be attached to each valuation record) of all properties to be valued and must adhere to the following minimum data collection requirements: -

In all cases the following data will be applicable:-

- i Extent of property
- ii Date of purchase (where available)
- iii Purchase price (where available)
- iv Multiple usage (if applicable)
- v Name of owner (including part owners)
- vi Physical address of property
- vii Photograph of every property (street view) which contain the date and time STAMP.

- viii Postal address of owner/s (rural properties)
- ix Category (in terms of section 8(2) of the Act)
- x Zoning of vacant property
- xi Use of property (in terms of section 8(2) of the Act and)
- xii Market value of property (if valued)
- xiii Any additional Contact Details (if possible) in case of farm properties, for example email, cell phone etc.

8.5.9 In addition to the above data, other data to determine the market value of properties is required.

8.5.10 Properties must be valued according to the size of land, buildings, and the use as on the day of inspection.

8.6 GENERAL INFORMATION IN TERMS OF THE SCOPE OF SERVICE REQUIRED

8.6.1 Property sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this tender. Such analysis must be fully documented and made available for internal and external monitoring purposes. Sales are to be distinguished between vacant and improved sales.

8.6.2 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 analyzed during the duration of this tender.

8.6.3 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. The value on the GV must reflect the “as is” value of the property. Where building work or additions is in progress, such properties must be marked “incomplete” with a net amount value included on the GV roll. Categories of properties as well as multiple purpose properties are to be reflected.

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

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

8.6.6 The Bidders' data must be capable of being adapted to other systems of the municipality.

9. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY AND/OR BIDDER

9.1. Upon appointment, the municipality will provide bidder with the following data:

- 8.1.1. Current Valuation Roll;
- 8.1.2. Copies of all Supplementary Valuation Rolls;
- 8.1.3. Other available data.

9.2. Data relating to compilation of the valuation roll function.

The following diagram shows which of the following data will be made available to Bidder and what data will be required from the Bidder to obtain at their cost

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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No	Function	Municipality to provide (if required)	Bidder to provide / obtain
1.	Aerial photographs/satellite imagery		The Bidder can decide, at his discretion, to use aerial photography or not; however, it is compulsory that the bidder physically inspect each property and provide a dated <u>and time stamp</u> photograph (street view) of each property inspected.
2.	Bulk deeds download at commencement date		X (<u>Invoice must be provided</u>)
3.	Geographic information system	X	
4.	Monthly clearance certificates	X	
5.	Monthly Deeds downloads until delivery of Draft Roll	X	
7.	Monuments and Heritage buildings declared from time to time	X	
7.	Occupation Certificates where available	X	
8.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.		X (If applicable)
9.	Town planning scheme	X	
10.	Building plans	X	
11.	Copies of all offers received to purchase and/or lease Municipal properties	X	
12.	Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	X	

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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13.	Copies of all consent use applications received, approved, or declined	X	
14.	Copies of all consent use applications, rezonings, consolidations, notarial ties submitted to municipality	X	
15.	Copies of all approvals and/or rejections by municipality of the above	X	
17.	Copies of all policy decisions relating to immovable property within municipality	X	
17.	Development Plan	X	
18.	Cadastral		x
19	Planned roads and other municipal infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	X	Other infrastructural services where municipality is not the owners. i.e. railway lines
20	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. i. Copy of Proclamation Notice ii. Amendment scheme Service agreement	X	

Note: The cost of providing the services as indicated by the Bidder in the tables above must be included in the rate per entry as required in Schedule 13, Table 1, Determination of Fees.

9.3. Supplementary valuation roll (Data relating to the compilation of supplementary valuation rolls)

The following indicates which data will be made available to Bidder and which data it requires Bidder to obtain at their own cost. **(Indicated with a tick what is applicable)**

No	Function	Municipality to provide (if required)	Bidder to provide / obtain
1.	Aerial photographs / satellite imagery		The Bidder can decide, at his discretion, to use aerial photography or not; however, it is compulsory that the bidder physically inspect each property and provide a dated photograph (street view) of each property inspected.
2.	Building plans and schedule of monthly completed buildings.	X	
3.	Monthly copies of all consent use applications received, approved or declined	X	
4.	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	X	
5.	Monthly copies of all approvals and/or rejections by municipality of the above	X	
7.	Geographic information system Monthly maintenance thereof – if applicable	X	
7.	Monthly clearance certificates	X	
8.	Monthly Deeds downloads	X	
9.	Monuments and Heritage buildings declared from time to time	X	
10.	Occupation Certificates where available	X	

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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No	Function	Municipality to provide (if required)	Bidder to provide / obtain
11.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.		X (If applicable)
12	Cadastre monthly updates	X	
13	Monthly copies of all offers received to purchase and/or lease Municipal properties	X	
14	Monthly copies of all policy decisions relating to immovable property within municipality	X	
15	Development Plan and changes thereto	X	
16	Planned roads and other municipal infra structural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – on-going basis	X	
17	Regular report of properties affected by environmental restraints of subjected to enormous environmental impact assessment requirements – on-going basis		X (If applicable)
18 (a)	Town planning scheme – updates thereof	X	
18 (b)	As- is site plans (field sheets) compiled by Valuer during inspection (soft- and hard copy)		X
19.(i)	Annual inspection and review of section 9 properties referred to in the Act		X

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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19.(ii)	Annual inspection and review of section 15 properties referred to in the Act		
20	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. i. Copy of Proclamation Notice ii. Amendment scheme Services agreement	X	

Note : The cost of providing the services as indicated by the Bidder in the tables above must be included in the rate per entry as required in schedule 13, Table 2, Determination of Fees.

Where the municipality fails to provide the Bidder 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, the Bidder will not be held liable for any such delays. Bidder will however be held fully liable for any other delays in the submission of supplementary valuations to the municipality.

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

10. PRINTING AND BINDING OF ROLLS

The Successful Bidder shall be responsible for providing **14 certified copies of the full general and or supplementary valuation roll(s) per town**. These will be placed at Municipal Offices and Libraries) The valuation rolls shall be printed in A3 format, not back-to-back, and shall be appropriately indexed.

The valuation roll shall be spirally bound, and each volume shall be numbered and contain a 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 Bidder. In addition, Bidder shall provide the municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format.

The cost of any additional copies, either than the 14 mentioned above, of the valuation roll and/or supplementary valuation rolls will be as indicated in **Schedule 13** hereof.

The Successful Bidder shall be responsible for the cost printing and postage of ALL Notices.

11. VALUATION SYSTEM

Bidder shall satisfy municipality that its valuation system will adequately be capable of not only producing the valuation rolls, but also storing historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2000. The tenderer is required to supply and install LBM with a valuation system to be used for a minimum of 10 users

The Municipality reserves the right to request a demonstration of the bidder's valuation system.

The Minimum requirements of the valuation System must be as follows:

	<u>Yes</u>	<u>NO</u>
The valuation system must be capable to seamlessly integrate with the current financial system of the municipality as per the requirements of mSCOA, as well as future developments to the financial system. The current financial system used by the municipality is SAGE provided by. CCG.		
Have capabilities to report on all the segments as required by mSCOA		
The valuation system must be able to reconcile between the category and the Tariff/Use codes of the municipality as set in the Rates Policy.		
The valuation system must have an audit trail and the system must be able to verify all data that has an influence on value-		
It must have adequate security and controls to ensure that critical valuation data cannot be manipulated or corrupted.		
Enforce workflow, processing, and printing standards,		
Enforce the ownership of all collected and processed data, and		
Enforce the availability of data and information on the system to all the municipal staff.		
The ability to view and maintain the property register in-house.		
Training to be provided to staff.		

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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Ensure Clean Audits		
Revenue enhancement.		
Do Valuation Reconciliations, Do Tariff modelling, and Pre-empted billing runs to validate new/draft tariffs.		
Ensure that the municipality is the owner of the valuation data.		
Give free licenses to ALL users in LM (10 Users) for the duration of the tender.		
Handle all approximately 29 109 related property data / attributes, that conforms to requirements of Tender Document.		
The Valuation System Software must require a username and password for login and preferably be able to integrate with the Municipality's Microsoft Windows Active Directory. (AD)		
If the Valuation system Software is not able to integrate with the Municipality's Microsoft Windows Active Directory, the service provider must ensure that the password complexity of the Valuation system Software complies with the Municipality's Password Policy.		
The minimum Operating System compatibility should be Microsoft Windows 10 and Microsoft Server 2019. (or latest)		
The bidder must submit detailed specifications for the server and client hardware requirements.		
If unable to integrate with AD, it must be possible to set the following variables: • Password length • Password age • Include characters from three of the following: Lower case, Upper case, Special characters, and Numbers. • Lockout threshold • Lockout duration • Number of passwords remembered before able to reuse		

11.1. Reports from Valuation System:

Some of the standard reports within the system needed:	Yes	NO
1) Sectional Title Scheme register (including related units)		
2) Coupling properties where more than one property is processed as <u>one - (Multi Use Properties)</u>		
3) Part A and B as required by MPRA.		
4) Notices and letters to owners, objectors, and appellants.		
5) Valuation, Objection and Appeal rolls.		
6) Other MPRA required lists for example the “more than 10%” reviews adjusted.		
7) Various lists and exports via an Ad Hoc query facility.		

11.2. Conditions and Functionality of System:	Yes	No
1) Property inquiries linked to a property master database and matched to both the published rolls and to the financial system		
2) Interface with all municipal financial system to achieve balancing and alignment between multiple data sets to ensure accurate and complete billing		
3) Interface with municipal financial system – CCG-Sage to achieve balancing and alignment between multiple data sets to ensure accurate and complete billing runs		
4) Record of Municipal properties to ensure mSCOA compliance		

11.3. Document management system:	Yes	No
1) Allows for storage and viewing of various document types (building plans, letters, applications) to the respective erf records.		

11.4. CAMA Functionality	Yes	No
1) Computer Assisted Mass Appraisal valuation and regression modelling functionality		
2) Specialized data-capture forms for the valuation of residential and non-residential properties		

11.5 General Valuation and supplementary roll maintenance functionality	YES	NO
1) Functionality to support the monitoring and reporting of General Valuation progress and to support invoice verification between the valuation service provider and municipality		
2) MPRA-compliant roll publication, both printed and web based		
3) Statutory notice printing, including notices S49 and S52		
4) Objection registers		
5) Tracking and management of the objection review process ensuring that objection review decisions are implemented and required adjustments are made to the financial system		
6) Valuation Appeal Board scheduling		
7) Tracking and management the Appeal process, ensuring that Board decisions are Implemented and required adjustments are made to the financial system		
8) Maintenance and updating through S78 and S79 provisions		
9) Sectional-title scheme registers		

11.6 in the case of Property data

The valuation system must be able to store changes relating to inter alia: -	Yes	No
1) Land use, zonings, size, subdivisions, consolidations, excisions, notarial ties etc.		
2) Current and previous owners <u>(If possible)</u>		
3) Date of sale and transfer (If possible)		
4) Sales price <u>(If possible)</u>		
5) Title deed numbers <u>(If possible)</u>		
6) Servitudes		
7) Caveats		
8) Type of sale i.e. vacant or improved		

11.7 In the case of Valuations

The Valuation system must be able to store changes relating to inter alia: -	Yes	No
1) All current and future valuations		
2) All changes to valuations to be historically reflected		
3) Ability to produce supplementary rolls in the form of monthly batches for auditing and checking purposes		
4) Ability to produce monthly supplementary rolls for auditing and checking purposes		

11.8 Objections

The valuation system must be capable of recording objections and appeals and must reflect:	Yes	No
1) Name of objector		
2) Name of owner		
3) Objection number		
4) Reason for objection		
5) Entry required by objector		
6) Decision of valuer		
7) Reasons of valuer		
8) Decision of appeal board		
9) Existing valuations and valuations reflected in the valuation roll		
10) Adjustments made by the appeal board		
11) Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof		

11.9 Other

	Yes	No
1) The valuation system must be capable of storing, inter alia: - • Building plan data were used in the valuation process, site plans, aerial photographs, and all other pertinent data on a historic basis. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this Bid, pertaining to that erf can be extracted by reference to that erf		
2) The valuation system must be capable of extracting all properties that are subject to multiple, Entries, rebates, reductions, or exemptions		
3) The valuation system must be able to extract properties on a specific owner type i.e. Municipal properties, state owned properties as well as categories of properties in terms of the rates policy of the municipality		
4) The valuation system must also be able to extract vacant properties and other information that the municipality may require for statistical purposes		
5) The valuation system must be able to record and link properties from various databases with the property key number of the Surveyor General.		
6) The valuation system must also be OPEN to comply with all circulars, regulations and guidelines issued by National and Provincial Government applicable to the MPRA & MFMA.		

11.10 Supply and Installation of System for Deeds Office Searches (Optional):

	Yes	No
i. Tenderers may be requested to supply the municipality with a comprehensive Deeds Office Information System. The system should have the capability to perform either a full land search or a full property search, providing essential details such as legal descriptions, owner names and addresses, mortgages, registered leases, and other charges associated with a property.		
Requirements for the Deeds Office System- Bidders to indicate if they comply or not.	Yes	No
Multiple users can have access to this web base system		
Property search – web base system		
Property changes that take place at the Deeds Office		
Notification on Key Property Changes		
Spatial Mapping of Area on Interest		

Deeds Data of Area of Interest (Dump)		
Monthly property transfers reports		
Weekly property transfers reports		
Consolidation and Sub-division reports		
GIS and Surveyor General Information		
Weekly notification reports in CVS and PDF Format		
Uploading of the new Aerial photos and in future link the Valuation system with Deeds Office System		

The system must be available with unlimited user licenses and unlimited property searches.

12. DATA MAINTENANCE AND PROTECTION

12.1 Data back up and disaster recovery plan

12.1.1 All data collected by the Successful Bidder will be the property of the municipality.

12.1.2 The Successful Bidder will always be required to fully protect such data against theft, data corruption, data espionage and data loss. The maintenance and protection of data on behalf of municipality is critical and vital.

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

12.1.4 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 3F** hereof.

12.1.5 The Bidder will comply with the following minimum requirements for data protection and data recovery:

- i. Bidder will ensure that all data collected manually on paper be scanned into **PDF** document 'read only' format.
- ii. Bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on external storage media (e.g. Flash Drive, External Hard Drive etc.).
- iii. Bidder shall enforce all other static documents - formats are set as read only and set the relative permissions on GIs and all third-party data.
- iv. All data stored on any storage media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- v. Bidder will ensure that all scanned documents attributes stored on any storage media are filled in

- vi. accurately and to the requirements requested by the municipality.
- vi. Bidder will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Bidder(s) appointed network administrator/s only.

12.2 Data Transfer

- 12.2.1 Bulk data transfer shall be made available to municipality in a format specified by municipality.
- 12.2.2 The Successful Bidder will ensure that a minimum of daily and monthly backups is performed.
- 12.2.3 The Municipality may request from time-to-time proof that these backups were performed as well as proof of backup integrity tests completed.
- 12.2.4 The Successful Bidder may utilise optical based media technology for archiving purposes.
- 12.2.5 The Successful Bidder may utilise optical based media technology for data presentation.
- 12.2.6 The Successful Bidder will ensure that all optical based media be 'read only'.
- 12.2.7 The Successful Bidder will ensure secure site protocols are enforced for all website/internet available data.
- 12.2.8 The Successful Bidder will ensure that all data collected be transferred to municipality on a minimum of monthly basis.
- 12.2.9 The Successful Bidder will ensure that he fully acquaints himself with the amount of data to be stored and what data needs to be protected and satisfies the municipality or its duly appointed consultant that the Bidder has an adequate Computer System to fully comply with the needs of paragraph 9 hereof as well as any other computer needs of the Bid.

13. COMPUTER SYSTEM

- 13.1 Bidder(s) to attach to the bid document a detailed inventory of the current computer equipment owned by him as well as future computer needs necessary to comply with this Bid. The Bidder may appoint, at own cost, a specialist to assist him to meet the computer and IT requirements to comply with this Bid.
- 13.2 Where the Bidder elects to employ a specialist organisation to assist him regarding the computer requirements a proposal by such specialist must be attached hereto.
- 13.3 Municipality reserves the right to appoint a duly qualified computer expert to check, verify and confirm that the computer equipment, systems, and other IT resources of the Bidder, will adequately manage and cope with the requirements of this Bid for the full duration of the BID.

14. PERFORMANCE STAGES FOR THE GENERAL VALUATION ROLL

Bidder(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 or where no existing valuation roll exists creation of property master.	4 Months 01/07/2024 to 01/10/2024
2	Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc	4 Months 01/07/2024 to 01/10/2024
3	Compiling of valuations	4 Months 01/07/2024 to 01/10/2024
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	1 Month 1 November 2024 to 31 November 2024
5	Submission of draft roll	31 December 2024
6	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the municipality	1 Months 31 January 2025
7	Objections process as per Act	3 Months February -April 2025
8	Valuation appeal board meeting	2 Months July -August
9	Attending to all valuation enquiries	1 Month 01/04/2025 to 30/04/2025
10	Submission of all data or copies thereof to municipality & issuing of final delivery certificate	31 May 2025
11	Implementation	1 July 2025

15.1. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

- 15.1.1 Accurate data collection is critical during the duration of the entire contract. Bidder(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.
- 15.1.2 Failure to meet the deadlines will result in a cumulative knock-on effect regarding the submission of the certified roll and subsequent rendering of Municipal rates and taxes accounts.
- 15.1.3 Failure to meet the deadlines regarding the submissions of draft and certified valuation rolls will result in delays in the finalisation of the annual rates policy, which will ultimately affect the determination of the rates structure of the municipality.
- 15.1.4 Although stages may overlap each other it is critical that each stage be completed within the prescribed deadlines. **Deadlines may only be changed with the written approval of the municipality.**
- 15.1.5 Payments will be affected on a pro-rata basis payable either at the end of a stage or in progressive performance related payments during a stage.

15.2 MINIMUM REQUIREMENTS PER STAGE:

15.2.1 Stage 1: Documentation

Obtain the following:

- 1) Copy of current valuation roll (if compiled)
- 2) All supplementary valuation rolls.
- 3) Cadastre information
- 4) Bulk Deeds download.
- 5) Download all data onto Bidder(s) valuation system and create property master.
- 6) Compare cadastre with the deeds download and existing Municipal Valuation Roll.
- 7) Download other data in terms of section 48(2).

15.2.2 Stage 2: Data Collection:

Includes: -

- i. 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.

Measurements

- a) The data of the of the valuation records supplied by the municipality, that are not in conjunction with the buildings on site, due to consolidations, subdivisions, illegal building work, or any other circumstances, the buildings to be measured and the records to be adjusted by the bidder. The bidder must submit the information with a clear photograph of each property to the valuation section to equip them to adjust the original records.
- b) Take where possible a digital formatted photograph, recording the salient features of the property and it must be date stamped. The resolution of the photograph must adhere to the specifications as indicated

- elsewhere in the tender documents or as agreed upon later.
- c) Ensure that the inspection date of the in loco visit is recorded on the field forms and the signature of the owner or foreman must also be recorded on the agricultural field forms. Sign and date the valuation field forms on the day of inspection.
 - d) Distinguish between land value and the value of improvements for the properties owned by the Municipality.
 - e) List all the names of guesthouses, B&B's and record farm names on the field forms, as per the rates policy.
 - f) Measure and record during the in visiting the RDP House for any additions/extensions/improvements, the Municipality does not differentiate between RDP Houses and normal properties.
 - g) Use of aerial photographs for identification and/or electronic measurement where required.

15.2.3. Stage 3: Valuation Compilation:

Analysis of all data and compiling of draft valuations.

15.2.4. Stage 4: Internal Monitoring of Valuations:

- i. Internal quality control to be conducted by Bidder and measured against current sales and other relevant market data and adjusted to date of valuation.
- ii. Basis on which the initial roll has been internally monitored must be made available to the municipality or its appointed monitors.
- iii. The initial roll after internal monitoring must be amended and/or corrected if necessary.
- iv. This includes cross boundary monitoring within the Municipal area if applicable.
- v. Draft roll to be submitted, and internally checked and/or monitored by the municipality at their sole discretion.
- vi. Draft roll to comply with Section 48 (2).
- vii. Rolls must be fully balanced, and subtotals must be calculated for each urban area and the rural area separately.

15.2.5. Stage 5: Submission of Draft Roll:

- i. Draft roll to be submitted and internally checked and/or monitored by the municipality at their sole discretion.
- ii. A draft roll must be supplied in electronic and/or hard copy format as requested by the Municipality. Rolls must be fully balanced, and subtotals must be calculated for each urban area and the rural area.

15.2.7. Stage 6: Corrections To Draft Roll and Submission of Certified Roll:

- i. The Bidder will be required to correct any entry that has been found to be incorrect in terms of size, description, zoning, ownership, etc. as well as incorrect valuations based on sales ratio analysis and other factually indicated market trends.
- ii. All draft valuation rolls submitted may be subjected to external monitoring by the municipality.
- iii. After correcting the Draft Roll, if it is a requirement of municipality to do so, Bidder shall bind and certify the roll for submission to the Municipal Manager.

15.2.7. Stage 7: Objection Process:

The Bidder will be obliged to attend to the following:

- i. Hand over objections to valuator in terms of Section 50(5)
- ii. Comply with section 51 and where section 52(1) is applicable comply with section 52(a); and comply with section 53(1) and 53 (3). (Notification of objection's outcome and furnishing of reasons)
- iii. The Tenderer to supply the municipality with a copy of the outcome of the objection.

15.2.8. Stage 8: Valuation Appeal Board Meetings:

In terms of section 34(f) Bidder shall be obliged to attend all meetings of the Valuation Appeal Board.

Comply with Section 51 and where Section 52(1) is applicable comply with Section 52(a) - (Compulsory review).

Comply with Section 53(1) and 53 (3) – (Notification of objection outcome and furnishing of reasons)

The Tenderer will submit a list of properties that increased or decreased with more than 10% to the Municipal Manager in terms of section 52.

15.2.9. Stage 9: Attending to all Valuation Enquiries:

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

15.2.10. Stage 10: Submission of all data or copies thereof to municipality and issuing of final delivery certificate

- I. Bidder(s) will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter that a copy of all data in their possession has been provided to municipality in either an electronic or hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.
- II. To enable municipality to issue a final delivery certificate, Bidder shall issue a signed declaration that he has transferred copies of all data in either electronic or hard copy format to municipality and will continue to do so at monthly intervals thereafter.

16. PERFORMANCE REQUIREMENTS FOR SUPPLEMENTARY VALUATIONS

- i. Batches will be given to the tenderer every month, or as and when the need arises.
- ii. The Bidder has a month to furnish the municipality with the supplementary valuation information after receiving the Batch.
- iii. An exception to the above, will be the First Supplementary Roll after implementation of General Valuation roll, where the tenderer will have 3 months to complete the First Supplementary Roll (Year 1 for the period: from 1 July 2025 to 30 June 2026)
- iv. The Bidder will supply the Municipality with a signed supplementary roll at the end of April in each financial year.

17. DEFAULTS

- 17.1. It is a specific condition of this Bid that Bidder is required to perform his task to acceptable standards and shall be obliged to meet the deadlines determined by the municipality.
- 17.2. In the event of Bidder not conforming to the standards required by the municipality as contained in the Bid document, Bidder 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.
- 17.3. Serious default of this contract shall include but not be limited to
- i. Non-compliance to submission dates
 - ii. Breach of confidentiality and/or conflict of interest;
 - iii. 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 Bid.
 - iv. Inadequate valuation results measured against monitoring;
 - v. Non-compliance with the Act and any other conditions referred to in this Bid.
 - vi. Dishonesty
 - vii. Corruption
- 17.4. In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality.
- 17.5. In all of the other events, the municipality will give the Bidder 30 days' notice to remedy such default, failing which the municipality shall cancel this Bid without further notice or advise.
- 17.7. 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 a person shall consider the merits of the allegations made by the municipality.
- 17.7. The Nominated Person as well as the Bidder 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 Bidder. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Bidder. The nominated person and/or Bidder 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 Bidder and nominated person.
- 17.8. Should the municipality suffer any losses as a result of the default of Bidder 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 Bidder and/or the nominated person/s.
- 17.9. The municipality shall in addition to any of its other rights to claim damages from the Bidder be entitled to enforce the following penalties,

18. PENALTIES

18.1. General Valuation Roll:

- i. Should it be apparent to the municipality that, after the Bidder has been advised in writing by the municipality that the Bidder is in default in complying with the deadlines of either stage 1 or 2 and that Bidder has failed to rectify such default within the amended time limit set by the municipality then in such an event the municipality shall be entitled to cancel the contract and appoint a substitute Bidder/Valuer. In such event, the Bidder will supply municipality with all data collected in his/her possession and the municipality reserves the right to offset any payment due to the Bidder against the cost of appointing another person to fulfil the requirements of this Bid. If the cause of delay is due to the municipality not supplying the Bidder with the agreed data, or other delays caused by the municipality themselves, then in such event, the municipality shall not be entitled to enforce this clause.
- ii. The municipality will be entitled to impose a penalty of R5 000 per day should there be a delay in terms of stage 5. The penalty will be withheld from the invoice due to be paid by the Municipality in addition to the retention as dealt with below.
- iii. The municipality will be entitled to impose a penalty of R10 000 per day should there be a delay in terms of stage 7. The penalty will be withheld from the invoice due to be paid by the Municipality in addition to the retention as dealt with below.

18.2. Supplementary Valuations

- i. Should it be apparent to the municipality that after Bidder has been advised in writing by municipality that Bidder is in default in complying with the deadlines and that Bidder has failed to rectify such default within the amended time limit set by municipality then in such event municipality shall be entitled to **R1 000.00** per day until the draft roll and the certified supplementary valuation rolls are provided.
- ii.

19. RETENTION

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

20. METHODS OF PAYMENT:

The municipality will pay Bidder on a progress basis measured against performance of each stage.

Stage No.	Description	% Payment	Payable on Completion	Payable in Monthly Payments
1	Commencement phase	10%	√	
2	Data collection	30%		√
3	Valuation compilation	20%		√
4	Internal monitoring	-		
5	Submission Draft Roll	10%	√	
6	Submission of certified roll	10%	√	
7	Objection process and completion of reasons	10%	√	
8	Valuations appeal board meeting (After completion of appeal Board Meetings.)	Per meeting		
9	Submission of data to municipality and issue by municipality of final delivery certificate	10%	√	
		100%		

Amount payable will be calculated as follows: Amount Bided multiplied by the total properties (per category) to get a total Bid amount. Total Bid amount will be multiplied with percentage. Amount, as Bided, with regard to Valuation Appeal Board meeting is excluded.

21. PUBLIC PARTICIPATION AND AWARENESS:

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

22. SCHEDULE OF FEES

The Schedule of Fees, **Schedule 13**, must be completed by the Bidder and will be read as the Bidder(s) fee proposal in terms of this bid.

23. EVALUATION OF TENDERS

The evaluation of tenders comprised of four (4) stages, namely:

- a) Stage 1: Compliance with legislative and statutory requirement (eligibility criteria)
- b) Stage 2: Compliance with functionality criteria and minimum technical requirements
- c) Stage 3: SCM Compliance: and
- d) Stage 4: Price and preferential Points

24. Functionality

The evaluation will be based on a points system, with the functional element being scored out of 80 points with a minimum threshold for the functional element set at 70 points. Bids that do not meet or better the functional element threshold will not be further evaluated.

Each element is weighted as shown in the table below:

	Description	Maximum Possible Score
a)	Municipal Valuer experience – Number of years' experience as Valuer	20
b)	Municipal Valuer experience – Number of years' experience in the Municipal Valuation	10
c)	Substitute Municipal Valuer experience – Number of years' experience as Valuer	20
d)	Substitute Municipal Valuer experience – Number of years' experience in the Municipal Valuation	10
e)	Assistant Municipal Valuer experience – Number of years' experience as Assistant Valuer	20
Maximum possible score for functionality		80

The minimum score for functionality is **70** out of a maximum possible score of **80**, which will give a minimum percentage score of **70%**. Tenderers that fail to achieve the minimum score for functionality will not be eligible for evaluation and the tender offer will be rejected.

a) Municipal Valuer experience – Number of years experience as Professional Valuer

The tenderer shall insert in the spaces provided in **Schedule 3B** the Valuer's past work experience. The years' experience as a Professional Valuer must be supplied together with any other relevant information requested based upon which up to 15 points for experience for functionality will be awarded to the tenderer in this regard.

All relevant experience shall be scored in terms of years from registration date.

Number of Years	Points
0-5 years	5
6 - 10 years	10
>11+ years	15

The company profile must be attached to prove the company's experience in valuation services. In addition, the comprehensive CV of the Professional Valuer must be attached to proof the experience in valuation services.

b) Municipal Valuer experience – Number of years' experience in the Municipal Valuation

The tenderer shall insert in the spaces provided in **Schedule 3B** the Valuer's past work experience (With reference to Municipal Valuations). The years' experience as a Professional Valuer must be supplied together with the relevant information requested upon which up to 25 points for experience will be awarded to the tenderer for functionality in this regard.

All relevant experience shall be scored in terms of years from registration date:

Number of Years	Points
0-3 years	5
4-7 years	10
8-11 years	15
12- 15 years	20
>16+ years	25

The Valuer's profile (inclusive of comprehensive CV) Must be attached to the proof of the relevant experience in valuation services.

c) Substitute Municipal Valuer experience – Number of years' experience as Professional Valuer

The tenderer shall insert in the spaces provided in **Schedule 3C** a list of the tenderer's past work experience. The value of the projects indicated for these purposes must be supplied together with any other relevant information requested based upon which up to 15 points for experience for functionality will be awarded to the tenderer in this regard.

All relevant experience shall be scored in terms of years from registration date.

Number of Years	Points
0-5 years	5
6 - 10 years	10
>16+ years	15

The Substitute Municipal Valuer's profile (Inclusive of comprehensive CV) Must be attached to proof the relevant experience in valuation services.

d) Substitute Municipal Valuer experience – Number of years' experience in the Municipal Valuation

The tenderer shall insert in the spaces provided in **Schedule 3C** a list of the Professional Valuer's past work experience in conducting and successfully completing Municipal Valuation. The value of the projects indicated for these purposes must be supplied together with a comprehensive CV of the Professional Valuer and any other relevant information requested based upon which up to 25 points for projects for functionality will be awarded to the tenderer in this regard.

All relevant experience shall be scored in terms of years form registration date.

Number of Years	Points
0-3 years	5
4-7 years	10
8-11 years	15
12- 15 years	20
>16+ years	25

The Substitute Municipal Valuer's profile (Inclusive of comprehensive CV) Must be

attached to proof the relevant experience in valuation services.

e) Assistant Municipal Valuer experience – Number of years' experience as Assistant Valuer

The tenderer shall insert in the spaces provided in **Schedule 3D** a list of the tenderer's past work experience. The value of the projects indicated for these purposes must be supplied together with any other relevant information requested based upon which up to 20 points for experience for functionality will be awarded to the tenderer in this regard.

All relevant experience shall be scored in terms of years from registration date.

Number of Years	Points
0-3 years	5
4 - 7 years	10
8 - 11 years	15
>12+ years	20

The Assistant Municipal Valuer's profile (Inclusive of comprehensive CV) Must be

attached to proof the relevant experience in valuation services.

25. PRICING CONDITIONS

- 25.1. Only those bidders who meet the minimum points of 70, shall be evaluated on price based on the 80/20 preference point system principle.
- 25.2 The pricing structure or schedule has been designed for bidders to cast their prices for the compilation and maintenance of general valuation services as well as supplementary valuation services. Bidders must/ shall indicate their prices for each item in the pricing schedule, failure to adhere to this requirement shall lead to automatic disqualification.
- 25.3. The pricing structure or schedule has been designed for bidders to cast their rates for each individual item in terms of the services required, which must remain fixed and firm for each year under consideration. Bidders must/ shall indicate their prices for each and every item, failure to adhere to this requirement shall lead to automatic disqualification. The tender will be evaluated and awarded as a whole.
- 25.4. Service providers are urged to take into account all the necessary costs of bringing the services to the client when casting their prices i.e. (labor, transport, administration, user licenses, telephone, etc.). The municipality shall at any given stage during the evaluation of tenders, conduct verification checks to ensure that unrealistically low tenders are eliminated not to participate further on price. No further price adjustments shall be accommodated, other than the ones agreed upon according this tender.
- 25.5. All prices shall be quoted in South African currency and be **INCLUSIVE** of **ALL APPLICABLE TAXES**. However, those bidders who are registered for VAT shall account for VAT at 15% to obtain the Grand Total. Those bidders who are NOT registered for VAT may NOT impose VAT to the municipality.
- 25.7. Tender rates must be submitted on the Pricing Schedule. No deviations from the current pricing structure will be permitted.

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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- 25.7 For multi-year tenders, price escalations shall be in accordance with the Consumer Price Index (CPIX) for the outer years. Increases to be implemented shall be backed up by figures which are released by a statutory body (STATS-SA) for consideration. The price escalations shall be implemented on 1 July of each financial year, based on the average CPI of 12 months (July – June) prior to the current escalation. Requests for price increases which are driven by other cost drivers (i.e.: price increases from manufactures) shall NOT be accepted.” Prior to the implementation of the escalation, the municipality shall communicate in writing to all the relevant stakeholders (winning bidders and the contract owners/ contract managers) of the escalation to be implemented.
- 25.8 Tender rates must be per registered property and not on a per multiple use entries (multiple use properties must be counted as one (1) property).
- 25.9 Final Amount payable for the General Valuation will be calculated as per table1.

Signature		Name (Print)	
Capacity		Date	
Name of Firm			

2. SCHEDULE: PROOF REGISTRATION AS A PROFESSIONAL VALUER OR PROFFESSAIONAL ASSOCIATED VALUER IN TERMS OF THE PROEPRTY VALUERS PROFESSIONAL ACT 47 (ACT NO 47 OF 2000)

Proof of Registration as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act,47 (Act No, 47 of 2000) must be attached to this schedule.

3. SCHEDULE 3A: WORK EXPERIENCE OF THE TENDERER

The following is a statement of similar work successfully executed by myself / ourselves:

CONTRACTS IN COMPILING MASS MUNICIPAL VALUATIONS							
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		Period of Valuation Roll	Number of Properties on Roll		
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
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Name		Name					
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Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					

Attach additional pages if more space is required.

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

4. SCHEDULE 3B: AFFIDAVIT, NOMINATION & DECLARATION OF MUNICIPAL VALUER

The Tenderer hereby nominates the following person to be designated by the Municipality in terms of Section 33(1) as the Municipal Valuer:

1	FULL NAMES				
2	Id. NUMBER				
3	PROFESSIONAL QUALIFICATIONS				
4	PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)				
5	Have you ever been disqualified as a valuer?	Yes		No	
5.1	If yes, full details and reasons must be supplied:				

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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6	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 recognized professional bodies relating to the valuation profession?			Yes		No	
7.1	If yes, full details including date of hearing, presiding officer and outcome must be supplied:						
7	WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:						
	Name of Municipality	Period of Valuation Roll	No. of Properties on Roll	Contact Person	Contact Number		
7.1							
7.2							
7.3							
7.4							
7.5							

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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8	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		
8.1						
8.2						
8.3						
8.4						
8.5						
9.	Have you compiled any Valuation Rolls utilizing GIS and/or aerial photography? If Yes Provide full details		Yes		No	
	Name of Municipality	Date of Valuation Roll	Contact Person	Contact Number		
9.1						
9.2						
9.3						

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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9.4				
9.5				
10.	VALUATION APPEAL BOARD HEARING EXPERIENCE: Have you appeared before a Valuation Appeal Board in terms of current or previous legislation? If Yes Provide full details		Yes	No
	Name of Municipality	Name of Chairperson	Name of Secretary	Date of Hearing(S)
10.1				
10.2				
10.3				
10.4				
10.5				
DECLARATION I, _____, the undersigned hereby make oath and say that - i. I have completed the above questionnaire in full; ii. I have not withheld any information in regards to the completion of this questionnaire and that all information supplied by me is true and correct; iii. 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 iv. I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and individually with the Tenderer to fulfil all obligations and requirements of this tender.				
Signed at (place):		on this (day)		of (month)
				20__ __.

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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Name and Surname of Nominated person as Municipal Valuer:		
Signature: Nominated Person as Municipal Valuer		
JUSTICE OF THE PEACE / COMMISSIONER OF OATHS		
<i>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.</i>		TO BE STAMPED BY JUSTICE OF THE PEACE / COMMISSIONER OF OATHS
at (place)		
on the(day)		
of (month)	20__	
SIGNATURE: Justice of the Peace / Commissioner of Oaths		

5. SCHEDULE 3C: AFFIDAVIT, NOMINATION & DECLARATION OF SUBSTITUTE MUNICIPAL VALUER

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

1	FULL NAMES				
2	I.D. NUMBER				
3	PROFESSIONAL QUALIFICATIONS				
4	PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)				
5	Have you ever been disqualified as a valuer?	Yes		No	
5.1	If yes, full details and reasons must be supplied:				

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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6	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 recognized professional bodies relating to the valuation profession?			Yes		No	
7.1	If yes, full details including date of hearing, presiding officer and outcome must be supplied:						
7	WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:						
	Name of Municipality	Period of Valuation Roll	No. of Properties on Roll	Contact Person	Contact Number		
7.1							
7.2							
7.3							
7.4							

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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7.5					
8	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	
8.1					
8.2					
8.3					
8.4					
8.5					
9.	Have you compiled any Valuation Rolls utilizing GIS and/or aerial photography? If Yes Provide full details			Yes	No
	Name of Municipality	Date of Valuation Roll	Contact Person	Contact Number	
9.1					
9.2					
9.3					

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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9.4				
9.5				
10.	VALUATION APPEAL BOARD HEARING EXPERIENCE: Have you appeared before a Valuation Appeal Board in terms of current or previous legislation? If Yes Provide full details		Yes	No
	Name of Municipality	Name of Chairperson	Name of Secretary	Date of Hearing(S)
10.1				
10.2				
10.3				
10.4				
10.5				
DECLARATION I, _____, the undersigned hereby make oath and say that - i. I have completed the above questionnaire in full. ii. I have not withheld any information regarding the completion of this questionnaire and that all information supplied by me is true and correct. iii. 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 iv. I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and individually with the Tenderer to fulfil all obligations and requirements of this tender.				
Signed at (place):		on this (day)		of (month)
Name and Surname of Nominated person as Municipal Valuer:		20__ __.		

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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Signature: Nominated Person as Municipal Valuer		
JUSTICE OF THE PEACE / COMMISSIONER OF OATHS		
<i>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.</i>		TO BE STAMPED BY JUSTICE OF THE PEACE / COMMISSIONER OF OATHS
at (place)		
on the(day)		
of (month)	20____	
SIGNATURE: Justice of the Peace / Commissioner of Oaths		

7. SCHEDULE 3D: AFFIDAVIT, NOMINATION & DECLARATION OF ASSISTANT MUNICIPAL VALUER

The Tenderer hereby nominates the following person to be designated in terms of Section 35 of the Act as the Assistant Municipal Valuer:

1	FULL NAMES				
2	I.D. NUMBER				
3	PROFESSIONAL QUALIFICATIONS				
4	PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)				
5	Have you ever been disqualified as a valuer?	Yes		No	
5.1	If yes, full details and reasons must be supplied:				

6	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 recognized professional bodies relating to the valuation profession?	Yes		No	
7.1	If yes, full details including date of hearing, presiding officer and outcome must be supplied:				
7	WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:				
	Name of Municipality	Period of Valuation Roll	No. of Properties on Roll	Contact Person	Contact Number
7.1					
7.2					
7.3					
7.4					

7.5					
8	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	
8.1					
8.2					
8.3					
8.4					
8.5					
9.	Have you compiled any Valuation Rolls utilizing GIS and/or aerial photography? If Yes Provide full details			Yes	No
	Name of Municipality	Date of Valuation Roll	Contact Person	Contact Number	
9.1					
9.2					
9.3					

9.4				
9.5				
10.	VALUATION APPEAL BOARD HEARING EXPERIENCE: Have you appeared before a Valuation Appeal Board in terms of current or previous legislation? If Yes Provide full details		Yes	No
	Name of Municipality	Name of Chairperson	Name of Secretary	Date of Hearing(S)
10.1				
10.2				
10.3				
10.4				
10.5				
DECLARATION I, _____, the undersigned here make oath and say that – i. I have completed the above questionnaire in full; ii. I have not withheld any information regarding the completion of this questionnaire and that all information supplied by me is true and correct. iii. 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 iv. I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and individually with the Tenderer to fulfil all obligations and requirements of this tender.				
Signed at (place):		on this (day)		of (month)
Name and Surname of Nominated person as Municipal Valuer:		20__ __.		

Signature: Nominated Person as Municipal Valuer		
JUSTICE OF THE PEACE / COMMISSIONER OF OATHS		
<i>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.</i>		TO BE STAMPED BY JUSTICE OF THE PEACE / COMMISSIONER OF OATHS
at (place)		
on the(day)		
of (month)	20__	
SIGNATURE: Justice of the Peace / Commissioner of Oaths		

7. SCHEDULE 3E: COMPUTER SYSTEM INFORMATION

The Tenderer must complete the table below by answering yes/no and having the nominated person initial in the applicable columns, next to the statements, indicating that the statements will be adhered to.

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

No	Statement	Yes/No	Initial
1	The Valuation System is compatible with the financial management system of the Municipality.		
2	The Valuation system has and Audit Trail and can verify all data that has an influence on values.		
3	The Valuation System has adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.		
4	The Valuation System is capable of recording objections and appeals. The Valuation System can reflect:		
4.1	Name of the objector.		
4.2	Name of the owner.		
4.3	Objection number.		

4.4	Entry required by objector.		
4.5	Decision of valuer.		
4.6	Reasons of valuer.		
4.7	Decision of Valuation Appeal Board.		
4.8	Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration thereof.		
4.9	Historic record of valuation values.		
5	The Valuation System can store building plan data linked to each erf and can show a full history of this stored data from contract date.		
6	The Valuation System must be able to extract reports on property data e.g. all the vacant properties.		

Note: The municipality reserves the right to request bidders to practically demonstrate their system capability based on the requirements as stated above, and elsewhere in the tender specifications.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

8. SCHEDULE 3F: DATA BACK UP & DISASTER RECOVERY PLAN

The Tenderer must complete the table below by answering yes/no and having the nominated person initial in the applicable columns, next to the statements, indicating that the statements will be adhered to.

The minimum level of data protection and recovery plan will be as set out under paragraph 10.1 of the tender specifications.

No	Statement	Yes/No	Initial
1	The Tenderer will, always, fully protect all data against theft, data corruption, data espionage and data loss.		
2	The Tenderer will ensure that all data is capable of being restored and reinstalled into the Valuation System of either the Municipality or the Tenderer in less than seven (7) working days from the date of data disaster.		
3	The Tenderer will comply with the following minimum requirements for data protection and data recovery:		
3.1	The Tenderer will ensure that all data collected manually on paper is scanned into PDF document 'read only' format.		
3.2	The Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.		
3.3	The Tenderer shall enforce all other static documents and formats are set as 'read only' and set the relative permissions on GIS and all third-party data.		
3.4	All data stored on any external storage media shall be hosted by an operating system capable of setting security permissions down to the individual file level.		
3.5	The Tenderer will ensure that all servers hosting the documents referred to in paragraph 10.1 are protected and accessed at server level by the Tenderer's appointed network administrator/s only.		

TENDER 19/2024 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION (GV) AND SUPPLEMENTARY VALUATION (SV) ROLLS FOR A PERIOD OF FIVE (5) YEARS, NOT EXCEEDING 7 YEARS

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3.6	The Tenderer will ensure strong password protection at the administrator level on the servers referred to.		
3.7	The Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered the database and must be protected by the maximum levels of protections recommended by the manufacturers and as set out in paragraph 10.1.		
3.8	All data output from a relational database system will be provided and made available in an approved format to the Municipality.		
3.9	The Tenderer will ensure that all data is properly backed up and safeguarded with due regard to good practice in this regard.		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

9. SCHEDULE 3G: PROJECT WORK PLAN

The Tenderer to attach as Schedule G a comprehensive work plan reflecting inter alia -

- i. Methodology.
- ii. work definition.
- iii. workflow.
- iv. timelines; and
- v. deadlines.

Note the above schedule will, together with the Key Task Functions under paragraph 16 hereof, become the basis upon which the Municipality will monitor the Tenderer(s) progress and Municipality shall be entitled to act against the Tenderer if the above-mentioned are not adhered to. The Municipality reserves the right to review the time frames indicated by the Tenderer and to enforce such time frames or deadlines as provided under paragraph 17 of the Tender Specifications.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**10. SCHEDULE 3H: STATEMENT OF ADDITIONAL SERVICES THAT THE TENDERER PROVIDE
(if any)**

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

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

The purpose of this schedule is to draw to the attention of the Municipality any services that the 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

11. SCHEDULE 4: INDEMNITY INSURANCE
--

Proof of relevant Professional Indemnity Insurance must be attached to this schedule.

12. PRE-QUALIFICATION SCORING SHEET

1. The bid will be evaluated in terms of functionality of bid submissions.
2. The evaluation of tenders will be done in terms of compliance with the Pre-Qualification criteria.
3. The bidder must score at least **70 points out of 80 points** to be evaluated further.
4. The functionality points for this bid are allocated as indicated in table below:

PRE-QUALIFICATION CRITERIA			
Description		Maximum points attainable	Points awarded
1. Municipal Valuer experience – Number of years' experience as Valuer		20	
Provide evidence of experience/ projects:			
• 0-5 years	5		
• 6 - 10 years	10		
• 11 - 14 years	15		
• >15+ years	20		
2. Municipal Valuer experience – Number of years' experience in the Municipal Valuation		10	
Provide evidence of experience/ projects:			
• One (1) point for every year to a maximum of ten (10) points. (General valuation roll equivalent to five years). <u>Must be a similar municipality with a minimum of 15 000 properties</u>			
3. Substitute Valuer experience – Number of years' experience as Valuer		20	
Provide evidence of experience/ projects:			
• 0-5 years	5		

• 6 - 10 years	10		
• 11 - 14 years	15		
• >15+ years	20		
4. Substitute Valuer experience – Number of years' experience in the Municipal Valuation		10	
Provide evidence of experience/ projects:			
• One (1) point for every year to a maximum of ten (10) points. (General valuation roll equivalent to five years). <u>Must be a similar municipality with a minimum of 15 000 properties</u>			
5. Assistant Municipal Valuer experience – Number of years' experience as Assistant Valuer		20	
Provide evidence of experience/ projects:			
• 0-5 years	5		
• 6 - 10 years	10		
• 11 - 14 years	15		
• >15+ years	20		

5. Bidders who claim points in respect of functionality must complete the bid declaration and failure on the part of a bidder to sign this form will disqualify the bidder
6. The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.
7. Attach a short CV not longer than 2 pages, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of projects and experience.
8. **Failure on the part of the bidder to provide any of the documents or validate any claims made above will result in functionality points not being allotted.**

DECLARATION

1. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise (if applicable) declare that points claimed qualifies the firm for the point(s) shown and I / we acknowledge that:
2. The information furnished is true and correct.
3. In the event of a contract being awarded because of points claimed, the bidder may be required to furnish documentary proof to the satisfaction of the Municipality that the claims are correct.
4. If the claims are found to be incorrect, the Municipality may, in addition to any other remedy it may have -
 - a. recover all costs, losses, or damages it has incurred or suffered because of that person's conduct; and
 - b. cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

15. DECLARATION BY TENDERER

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

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

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

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

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

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

15. CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

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 MANDATORY.....

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

I.....representing the MANDATORY 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 provisions of the Occupational Health and Safety Act and all incorporated Regulations. I the undersigned undertake to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this..... day of.....2024 at

Signature.....

On behalf of MANDATORY.....

Signature.....

On behalf of the EMPLOYER.....

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

(ACT 130 OF 1993)

(Employer)..... has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

1. Contractor's registration number with the office of the Compensation Commissioner:

Registration No.	/	/
------------------	---	---

2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

Attach copy of receipt

Signature of Contractor.....

Date:.....

16 CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

Signature of authorised person

Date

[illegible][illegible]

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

Commissioner of Oaths

PRICING SCHEDULE:TO BE SUBMITTED SEPERATELY

NOTE:

1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
2. Document **MUST** be completed in non-erasable black ink.
3. Bidders must cast prices for all mandatory items, as listed in the schedule of quantities. Non-mandatory (ad hoc) item(s) listed are regarded as “rate only” and shall not be taken into consideration during evaluation of tenders. The tender will be evaluated and awarded as a whole.
4. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'									
Are you/is the firm a registered VAT Vendor	YES						NO			
If “YES”, please provide VAT number										

I / We _____ (full name of Bidder) the undersigned in my capacity as _____ of the firm _____ hereby offer to Langeberg Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Langeberg Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PRICING SCHEDULE:

Table 1: Determination of Fees in terms of General Valuation Roll

Item No.	Item Description	Unit measurement	Unit Rate (incl. all applicable taxes)	Estimated Quantity	Amount (incl. all applicable taxes)
1.1	Valuations				
	Business and Commercial	Per entry		786	
	Agricultural	Per entry		2316	
	Industrial	Per entry		339	
	Public Benefit Organizations	Per entry		41	
	Place of Worship	Per entry		125	
	Public Service Infrastructure	Per entry		140	
	Residential	Per entry		14152	
	Any other	Per entry		1000	
1.2	Objections				
	Section 53 (3):	Included in number 1			
1.3	Appeal Board Meetings:				
	Attendance at Appeal Board meeting	Per 8-hour meeting day		1	Rate only

Item No.	Item Description	Unit measurement	Unit Rate (incl. all applicable taxes)	Estimated Quantity	Amount (incl. all applicable taxes)
1.4	Valuations other than for rating purposes (including travelling and disbursements)	Per entry		1	Rate only
1.5	Consultations	Included in number 1			
1.6	Additional copies of valuation roll	each		1	Rate only
1.7	Access for 10 users on Valuations system for duration of the tender as well ALL related costs	Included in number 1			
	Total				

Please note that items 1.3, 1.4 and 1.6 are regarded as “rate only” and must not be taken into consideration when calculating the total bid price for the General Valuation Roll. In addition, bidders must make provision for items 1.2, 1.5 and 1.7 when casting their rates in terms of item 1.1.

The following table, Table 2, must be completed with regard to supplementary valuations. The total tender amount in terms of the Supplementary Valuation Roll for year 1 will be used in the evaluation and adjudication of this tender. The application of price escalations in terms of the Supplementary Valuation Roll will be in accordance with the Consumer Price Index (CPIX) for the outer years. No other price adjustments, other than the percentage price escalations in accordance with the Consumer Price Index (CPIX) for the outer years disclosed in the tender pricing schedule, shall be allowed,

Table 2: Determination of Fees in terms of Supplementary Valuation rolls:

Item No.	Item Description	Area	Unit measurement	Unit Rate (incl. all applicable taxes)	Estimated Quantity	Amount (incl. all applicable taxes)	Comments
2.1	Supplementary valuations Entry option						Municipality to define in terms of paragraph 7.5 the functions and data it will provide during the supplementary phase of the Bid.
	Year 1	Urban	Per erf		400		
	Properties within boundaries of the municipal areas of the different towns	Rural	Per erf		100		
2.2	Section 51 compliance	Included in tariff per entry					
2.3	Section 53 (3)	Included in tariff per entry					
2.4	Appeal Board Meetings:						
	Preparation and consultations with professionals appointed by the municipality for specific appeals, as well as Attendance at Appeal Board meeting/Hearing		One (1) - Per 8-hour meeting day		1	Rate only	
2.5	Data collection	Included in tariff per entry					
2.6	Valuations other than for rating purposes (including travelling and disbursements)		each		1	Rate only	
2.7	Consultations	Included in tariff per entry					

Item No.	Item Description	Area	Unit measurement	Unit Rate (incl. all applicable taxes)	Estimated Quantity	Amount (incl. all applicable taxes)	Comments
2.8	Additional copies of valuation roll		Per additional copy		1	Rate only	Municipality to define in terms of paragraph 7.5 the functions and data it will provide during the supplementary phase of the Bid.
	Total						

Please note that items 2.4 and 2.6 are regarded as “rate only” and must not be taken into consideration when calculating the total bid price for the General Valuation Roll. In addition, bidders must make provision for items 2.2, 2.3, 2.5 and 2.7 when casting their rates in terms of item 2.1.

Summary Schedule of Quantities

Item No	Item Description	reference	Amount Amount (incl. all applicable taxes)
1	Determination of Fees in terms of General Valuation Roll	Table 1	
2	Determination of Fees in terms of Supplementary Valuation rolls	Table 2	
	Total		

Table 3: RATE ONLY:

Tenderers may be requested to supply the municipality with a comprehensive Deeds Office Information System. The system should have the capability to perform either a full land search or a full property search, providing essential details such as legal descriptions, owner names and addresses, mortgages, registered leases, and other charges associated with a property.

The purpose of the table below is to for the Tenderer to provide a RATE ONLY for the Deeds Office Information System. This system is intended to assist the Municipality throughout the contract period by streamlining and enhancing property Owner -related information.

Item No.	Item Description	Area	Unit measurement	Unite Annual Rate (incl. all applicable taxes)	Estimated Quantity	Amount (Inc. All application taxes)	Comments
2.9	<u>Annual license fees</u>		<u>Unlimited</u>		1	Rate only	Municipality reserves the right to request the service or not.
	<u>Total</u>						

Please note:

The calculation for the total cost shall be based on the quantities as per the schedules above.

**The quantities shall be used to calculate the cost to council for the purposes of evaluation and adjudication of tenders. The actual volumes may vary from time to time. Bidders are not allowed to make their own interpretations.*

Items total as indicated on table 1 and 2 must be taken into consideration when calculating the total cost per year for rendering the service.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			