



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/61-2021 (MN266/2021)

**THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND THE
SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF
OTHER VALUATION RELATED SERVICES**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 73):			
DELIVERY PERIOD TO BOOK A REQUEST : days		
B-BBEE LEVEL			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 77 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM

DECEMBER 2021

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Bergrivier Municipality,
PO Box 60 Piketberg 7320
Tel no.: (022) 913 6000

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Ms. Ulrike Julius
Accountant Income**

**Tel. Number: 022 913 6000
Email: cloeteu@bergmun.org.za**



BERGRIVIER MUNICIPALITY

TENDER 8/3/61-2021 / MN276/2021: THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND THE SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES

TENDERS are hereby invited from experienced and suitably qualified valuers for the compilation and maintenance of the valuation roll and the supplementary valuation rolls as well as the supply of other valuation related services in compliance with the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) for the financial years 01 July 2023 till 30 June 2028.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/61-2021 / MN276-2021: The compilation of the valuation roll and the supplementary valuation rolls and the maintenance thereof**", must be placed in the tender box at the Municipal Offices, 13 Church Street, Piketberg no later than **12:00 on Friday, 28 January 2022**, when the bids will be opened in public.

Documents and specifications that contain the minimum requirements are available on request at a **non-refundable fee of R700.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6063 or email: **hendricksr@bergmun.org.za** during office hours. **The document fee must be deposited into the bank account of Bergrivier Municipality at Nedbank, current account number 116 976 1380, branch 198765. The reference to be used is the tender number and the company name. Proof of payment is necessary when a hard copy or the electronic version of the document is collected of requested.** All technical enquiries can be addressed to Ms. Ulrike Cloete at tel. no. (022) 913 6000 or e-mail: **cloeteu@bergmun.org.za**.

A compulsory site meeting is scheduled for Monday, 17 January 2022 at 11h00, at Piketberg Library in Kerk Street.

Tenders must be valid and binding for one hundred and twenty (**120**) days after closing date.

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points. **The Bid price must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN276/2021

03 December 2021



BERGRIVIER MUNICIPALITY

TENDER DETAILS					
TENDER NUMBER:	TENDER 8/3/61-2021 / MN276/2021				
TENDER TITLE:	THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND THE SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATON RELATED SERVICES				
CLOSING DATE:	28 JANUARY 2022	CLOSING TIME:	12h00		
SITE MEETING:	DATE: 17 JAN 2022	TIME:	11H00	COMPULSORY:	YES
SITE MEETING ADDRESS:	PIKETBERG MUNICIPAL LIBRARY IN KERK STREET				
<i>NB: Please note that no latecomers will be allowed.</i>					
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i>					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A		
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	120 DAYS	DAYS FROM THE CLOSING DATE OF BID.			

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:	CELL PHONE NO :		
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
1. Tenders that are deposited in the incorrect box will not be considered.
2. Mailed, telegraphic or faxed tenders will not be accepted.
3. If the bid is late, it will not be accepted for consideration.
4. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS
1. TECHNICAL ENQUIRIES	Ms. Ulrike Julius	022 913 6000	cloeteu@bergmun.org.za
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	Mr. Israel Saunders	022 913 6000	saundersi@bergmun.org.za



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



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1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate -VALID Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	

By submitting an offer as well as participating in SCM processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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2. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

- 1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____ OR
- 1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

- 2.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
---	-----	--	----	--

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP



BERGRIVIER MUNICIPALITY

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

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

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

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. ____

authorized signatory of the Company/Close Corporation/Partnership (name) _____
_____, acting in the capacity of lead partner, to
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



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4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 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.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 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.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 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.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 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 supplies are so delivered and a valid receipt is obtained.
- 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.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The 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.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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- 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.

6. Patent rights

- 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.
- 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.

7. Performance security

- 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.
- 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.
- 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:
- 7.3.1. 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
- 7.3.2. a cashier's or certified cheque.
- 7.4. 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.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 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.
- 8.5. Where the goods or services referred to in clauses 8.2 and 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.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



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- 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.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 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.
- 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 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
 - 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.
- 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.

14. Spare parts

- 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:



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- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The 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.
- 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 in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 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.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 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.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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.

18. Variation orders

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.

19. Assignment

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.

20. Subcontracts



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

21. Delays in the supplier's performance

- 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.
- 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.
- 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 supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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.

22. Penalties

Subject to GCC Clause 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 23.

23. Termination for default

- 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:
 - 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 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 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.
- 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.
- 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



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respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise 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 purchase actively associated.
- 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:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 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.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 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.
- 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.

26. Termination for insolvency

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.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises 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.



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- 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.
- 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.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 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
- 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

29. Governing language

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.

30. Applicable law

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

31. Notices

- 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
- 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.

32. Taxes and duties

- 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.
- 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.
- 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.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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



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34. Amendment of contracts

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.

35. Prohibition of restrictive practices.

- 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.
- 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 investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 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.

General Conditions of Contract (revised July 2010)



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5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/61-2021 / MN276-2021"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Church Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Church Street, Piketberg 7320.

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encourage to attend these openings.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



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7 This bid will be evaluated and adjudicated according to the following criteria:

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

8 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

9 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. R. Hendricks

<p>Centralized Supplier Database (CSD) No. MAAA.....</p>



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6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. The **Tax Clearance Certificate/** Tax Compliance Status (**TCS**) **Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder’s tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider’s status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of an valid Tax Clearance Certificate must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number

3. Applications for the Tax Clearance Certificates 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.

4. If a bidder is registered on Bergrivier Municipality supplier’s database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

4. Non adherence to point 4 above may invalidate your offer.



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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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative													
3.2.	Identity Number													
3.3.	Position occupied in the Company (director, shareholder ² etc.)													
3.4.	Company Registration Number													
3.5.	Tax Reference Number													
3.6.	VAT Registration Number													
3.7.	Are you presently in the service of the state?	YES		NO										
3.7.1.	If so, furnish particulars:													
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO										
3.8.1.	If so, furnish particulars:													

¹ MSCM Regulations: “in the service of the state” means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

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



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3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO	
3.9.1.	If so, furnish particulars:			
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO	
3.10.1.	If so, furnish particulars:			
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES	NO	
3.11.1.	If so, furnish particulars:			
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES	NO	
3.12.1.	If so, furnish particulars:			
Name of the spouse/child/parent : ID number of the spouse/child/parent:..... Relationship to the official : Designation of the spouse/child/parent: Employer of the spouse/child/parent :				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES	NO	
3.13.1.	If so, furnish particulars:			



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3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

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

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

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

³ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



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8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES "Insert 80/20 or 90/10"

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- 1.2 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)
- 2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with



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specifications as set out in the tender documents.

- 2.7 “prices” includes all applicable taxes less all unconditional discounts;
- 2.8 “proof of B-BBEE status level of contributor” means:
 - 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

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

3.2 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where:

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
------------------------------------	---------------------------------	---------------------------------



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1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?	%			
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		



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Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		



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Stand Number:	
8.8 Total Number of years the Company/Firm has been in business:	

9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 9.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- 9.4.1 disqualify the person from the bidding process;
 - 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 9.4.3 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;
 - 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - 9.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	



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DATE:	
ADDRESS:	



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9. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



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10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIËR MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

⁴ 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.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ 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.



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11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1) (d) (i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bergrivier Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

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

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

NB: Please attach certified copy (s) of ID document(s) and Municipal Accounts
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



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12. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____ of
(registered address of Company) _____ a
company incorporated with limited liability according to the Company Laws of the Republic of South Africa
(hereinafter called the Contractor), represented herein by (Name of Representative) _____ in
his capacity as (Designation) _____ of the
Contractor, is duly authorized hereto by a resolution dated _____ /20___, to
sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20_____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold
harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the
Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the
Contractor in connection with the aforementioned contract; and also in respect of all claims that may be
made against the Municipality in consequence of such operations, by reason of or in any way arising out of
any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal
or other expenses that may be incurred by the Municipality in examining, resisting or settling any such
claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



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13. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)	
---	--



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14. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Bergrivier Municipality that it is our intention to employ the following Subcontractors for work in this contract:

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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15. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
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				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Attach additional pages if mores space is required.Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)						
SIGNATURE				NAME (PRINT)		
CAPACITY				DATE		
NAME OF FIRM						



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16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

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

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
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Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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PART B – SPECIFICATIONS & PRICING SCHEDULE



BERGRIVIER MUNICIPALITY

DEFINITIONS AND INTERPRETATION

For the purposes of this Tender Document the following terms and expressions shall, unless the context otherwise indicates or requires, bear the meanings given in this paragraph and cognate terms and expressions shall bear corresponding meanings:

"Act" shall mean the Local Government: Municipal Property Rates Act, (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof;

"Assistant Municipal Valuer" shall mean a valuer as defined in terms of section 39 (2) of the Act;

"Date of Valuation" shall mean the Date of Valuation as determined by the Municipality in terms of the Act; known as 1st July 2022.

"Date of Draft Submission" shall mean the date upon which the Municipality if so, required by them, requires the Nominated Person to submit data relevant to the valuation roll to enable the Municipality to use such data in the preparation of their rates policy and tariffs.

"Date of Final Submission" shall mean the date upon which the certified roll/s are handed to the Municipality by the nominated person.

"Data and Information" shall mean and shall include valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral maps (shape files) and other spatial data for the positioning of the buildings on a property and the use of the property, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;

"Data Transfer" shall mean all data utilised and/or collected by Tenderer including that of the data capturers, which will be transferred by the Tenderer to the Municipality on a minimum of a monthly basis and in a format prescribed by the Municipality. Wherever possible all data should be collected and transferred in a recognised electronic format.

"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



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been rendered in compliance with the Act together with all other terms and conditions of this tender;

"Nominated Person" means a valuer nominated by the Tenderer who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act;

"Section" shall mean a section of the Local Government: Municipal Property Rates Act, 2004 (Act No 6 of 2004) and any regulations made in terms of Section 83;

"Substitute Nominated Person" means the person nominated to substitute the Municipal Valuer.

SPECIFICATIONS

THE COMPILATION OF THE VALUATION ROLL AND THE SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2023 TO 30 JUNE 2028, IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004)

1. INTRODUCTION

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

- PIKETBERG
- PORTERVILLE
- VELDDRIF
- LAAIPLEK
- PORT OWEN
- DWARSKERSBOS
- AURORA
- REDELINGHUYS
- EENDEKUIL
- RURAL AREA

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

The successful Tenderer must commit himself to strict confidentiality both during and after the valuation task with regard to the particulars of the valuation.



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

The Tenderer will be required to prepare a project work plan in terms of Schedule 7 and to adhere to the time schedules detailed therein, as well as paragraph 20 of the specifications.

The Municipality will provide the Tenderer with the data as **detailed in paragraph 16** of the specifications.

Any further data or information required to fulfil the requirements and specifications of the Act, as well as the specific requirements of the Municipality shall be for the sole account and responsibility of the Tenderer.

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

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

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

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

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

The Municipality reserves the right to fully investigate the qualifications, experience and performance of the Tenderer's nominated person in terms of **Schedule 2** 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;
- the Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
- the Municipality reserves the right to interview the nominated person/s;

The Tenderer's nominated person, if appointed by the Municipality as either the Municipal Valuer and/or the Assistant Municipal Valuer, may not cede or assign his appointment to any other valuer without the prior written approval of the Municipality. The Municipality shall not be obliged to approve any request for such cession and/or assignment. Should such person for any reason whatsoever no longer be associated with or employed by the Tenderer, the Municipality reserves the right to cancel this agreement and hold the Tenderer and/or appointed Municipal Valuer liable for any damages it may suffer as a result thereof.



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

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

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

3. SERVICES REQUIRED

Tenders are invited from experienced and suitably qualified Tenderers to compile and maintain a valuation roll of all properties in the Municipality determined in terms of Section 30(3) and if the Municipality in its sole discretion so requires, the supplementary valuation rolls.

Tenderer(s) will be required to compile a Valuation Roll and if the Municipality in its sole discretion so requires, the Supplementary Valuation Rolls for the period **1st July 2023 to 30th June 2028**.

In addition to compiling the said valuation roll, the Tenderer and/or his nominated person/s will be required to assist the Municipality in:-

- (1) Community Participation and Public Awareness relating to the valuation and objection process.
- (2) Attending to Valuation Enquiries on behalf of the Municipality.
Tenderer's nominated person/s will be required to undertake the following functions and/or services:-
- (3) Valuation of different categories of properties in terms of Section 8(2).
- (4) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by the Municipality.
- (5) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (6) Compliance with the provisions of Section 30.
- (7) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (8) Comply fully with Section 34 - Functions of Municipal Valuer.
- (9) Section 36 - Data Collectors. Assume responsibility for their performance.
- (10) Comply with Section 37 - Delegation where applicable and if necessary.
- (11) Comply with Section 39 - Qualifications of Municipal Valuers.
- (12) Comply with Section 40 - Prescribed Declarations.
- (13) Comply with Section 41 - Inspection of property within defined days and times.
- (14) Comply with Section 42 - Access to Information.
- (15) Comply with Section 43 - Conduct of Valuers.
- (16) Comply with Section 44 - Protection of Information.
- (17) Comply with Section 45 - Valuation methodology and Section 13 hereof.
- (18) Comply with Section 46 - General basis of valuation.
- (19) Comply with Section 47 - Sectional Title Schemes.



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- (20) Comply with Section 48 - Content of valuation roll including any additional information that the Municipality may require in terms of this tender.
- (21) Comply with Section 49 – Submission of certified valuation roll.
- (22) Comply with Section 51 - Processing of objections, if so required by the Municipality.
- (23) Comply with Section 52(1) and 52(3) - Compulsory review.
- (24) Comply with Section 53 - Notification.
- (25) Comply with Section 69 - Decision of Valuation Appeal Board.
- (26) Comply with Section 78 - Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by the Municipality.
- (27) Comply with Section 81 & 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the Municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.
- (28) Comply with all other provisions of the Act containing obligations to render services by the Municipal Valuer.

4. PROPERTY MASTER FILE AND SPECIALISED PROPERTIES

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

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

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

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

Example: Erf 14 & 15 Piketberg consolidated into Erf 300. Under erven 14 + 15 they will be indicated as unregistered with a cross reference to Erf 300. Under Erf 300 it will be cross-referenced to indicate consolidation of Erf 14 & 15.



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

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

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

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

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

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

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

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

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

6. CONFIDENTIALITY

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

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

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

7. PENALTIES AND DEFAULTS

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



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

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

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

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

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

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

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

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

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



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8. PENALTIES

- The delayment of completion of phase **1** of the tender, R per day until complete.
- The delayment of completion of phase **2** of the tender, R per day until complete.
- The delayment of completion of phase **3** of the tender, R per day until complete.
- The delayment of completion of phase **4** of the tender, R per day until complete.
- The delayment of completion of phase **5** of the tender, R per day until complete.
- The delayment of completion of phase **6** of the tender, R 5 000.00 per day until complete.
- The delayment of completion of phase **7** of the tender, R 5 000.00 per day until complete.
- The delayment of completion of phase **8** of the tender, R 5 000.00 per day until complete.
- The delayment of completion of phase **9** of the tender, R 5 000.00 per day until complete.

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

9. RETENTION/GAURENTEE

The Municipality shall retain an amount equal to 10% of all payments made. Such retentions shall be paid over to Tenderer within 30 days of the Final Delivery Certificate having been issued by the Municipality in terms of the definition hereof.

If a guarantee is supplied, it will only be released after 30 days of the Final Delivery Certificate has been issued by the Municipality in terms of the definition hereof.

10. INSURANCE

Tenderer shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R 2,000,000.00 and Public Liability Insurance held by Tenderer for a minimum value of R 1,000,000.00.

11. VALUATION SUMMARY

The tender requires a valuation roll to be compiled in terms of section 34(b) of the Act together with the possible compilation of annual supplementary valuation rolls.
The following is an approximate summary of the number of entries appearing in the current Valuation roll:

SCHEDULE OF THE REGISTERED PROPERTIES IN THE VARIOUS TOWNS AND TOWNSHIPS SITUATED IN BERGRIVIER MUNICIPAL AREA.(ALLOCATED ACCORDING THE CURRENT VALUATION ROLL)



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Piketberg	2 946
Poterville	1 914
Velddrif	
• Velddrif	1 328
• Laaiplek & Port Owen	3 972
• Dwarskersbos	901
Aurora	300
Eendekuil	418
Redelinghuys	362
Sectional Title	304
<u>Sub Total</u>	<u>12 445</u>

NUMBER OF REGISTERED PROPERTIES SITUATED IN BERGRIVIER MUNICIPAL RURAL AREA

RURAL	1 740
<u>Sub Total</u>	<u>1 740</u>
<u>Grand Total</u>	<u>14 185</u>

PROPERTY CATEGORY LIST

- Values as per financial database – Combined Valuation Roll (to date up to SV 6)

<u>Piketberg</u> Residential - 2555 Municipal - 159 State-owned - 1 Commercial - 128 Industrial - 64 Agricultural - 7 Institutional - 27 POS - 1 POW - 2 VAC - 2	<u>Porterville</u> Residential - 1655 Municipal - 108 Commercial - 88 Industrial - 16 Agricultural - 23 Institutional - 20 POS - 1 POW - 2 PSI - 1
<u>Dwarskersbos</u> Residential - 845 Municipal - 26	<u>Aurora</u> Residential - 272 Municipal - 10



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Commercial - 10 POS - 18 PSI - 2	Commercial - 8 Institutional - 9 PSI - 1
<u>Laaiplek</u> Residential - 3722 Municipal - 156 Commercial - 56 Industrial - 3 Institutional - 21 Multi Purpose - 1 POS - 8 POW - 1 PSI - 4	<u>Velddrif</u> Residential - 1197 Municipal - 41 Commercial - 43 Industrial - 32 Institutional - 11 POS - 1 PSI - 2 Street - 1
<u>Eendekuil</u> Residential - 360 Municipal - 32 Commercial - 17 Agricultural - 1 Institutional - 3 POS - 4 PSI - 1	<u>Redelinguys</u> Residential - 334 Municipal - 8 Commercial - 12 Institutional - 7 PSI - 1
<u>Sectional Title</u> Residential - 269 Commercial - 11 PROT - 24	<u>Rural</u> Farm Properties - 1463 Municipal - 18 Residential - 106 Commercial - 61 Industrial - 10 Institutional - 12 Multi Purpose - 1 PROT - 1 PSI - 68

The Tenderer(s) shall base his tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Master File will be made and compared to the above estimate. The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 10 of **Schedule 3** hereof.

Tenderer shall provide the 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.



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In terms of Section 9 (1)(b) a purpose corresponding with the dominant use of the property will be used to determine the valuation of the property.

12. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on a six-monthly basis for the following periods:

1 September 2023 to 28 February 2024	and	1 March 2024 to 31 August 2024
1 September 2024 to 28 February 2025	and	1 March 2025 to 31 August 2025
1 September 2025 to 28 February 2026	and	1 March 2026 to 31 August 2026
1 September 2026 to 28 February 2027	and	1 March 2027 to 31 August 2027
1 September 2027 to 28 February 2028		Date will be determine by Municipality

The Tenderer will be required to submit a certified supplementary valuation roll by the end of February and August of each year.

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

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

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

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

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

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

13. OBJECTIONS

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

The cost of complying with the objection process must be included in **Schedule 3**.



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14. APPEALS

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

15. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

The data collected by the Tenderer should be checked, audited, verified and monitored by the Tenderer.

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.

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

The Tenderer 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 the Tenderer. All data collected by the Tenderer in no matter what format is the property of the Municipality.

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

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

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

In the case of each valuation, the following data will be collected and documented by the Tenderer:-

- The registered or other description of the property
- Extent of property
- Date of purchase (where available)
- Purchase price (where available)
- Multiple use (if applicable)
- Name of owner (including part owners)



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Physical address of property
Postal address (where available)
Category (in terms of section 8(2) of the Act)
Zoning of property
Use of property
Market value of property (if valued)

In addition to the above data, the following further data to determine the market value of properties shall be collected and documented by the Tenderer:

15.1 RESIDENTIAL ERVEN AND BUILDINGS

Age
Negative characteristics eg. situated next to informal settlements, busy roads
Condition and grading
Number of floors
Quality
Size of dwelling/s, outbuildings and other structures
Special improvements eg. swimming pool, fencing
Topography/ slope
View

15.2 SECTIONAL TITLE SCHEMES

Age
Negative and positive characteristics
Condition of the sectional title
Land preserved for future development for the scheme
Stand number (cross reference)
Exclusive use
Name and registration number of the scheme
Number of floors
Participation quota
Unit- and Door number
Type of unit eg. simplex or duplex
View

15.3 INCOME PRODUCING PROPERTIES

Condition grading
Description of the units eg. 12 x 1-bedroom apartments, 6 x ground floor shops
Expenditure in relation to the income
Lettable or usable area
Gross building area
Other income factors eg. parking bays
Actual or projected rentals supplied by agents or tenants
Capitalisation rates
Remaining land for development
Turnover sales if available



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15.4 SPECIALISED PROPERTIES

All information pertaining to the specific type of property eg. number of beds in a hospital. Schedule which includes the description and the use of the property. Size of the coverage of the buildings. Tenderer shall be required to assist the Municipality to compile a register of Specialised Properties that will enable Municipality to easily refer at any time to such properties. The register will reflect the property description and method of valuation applied. Where generally recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the Municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties.

15.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

Land use analysis eg. irrigation, farmyard, established pastures
Description of all buildings including use, condition and functionality
Investigation of land claims and ownership

15.6 RELEVANT CHARACTERISTICS OF LEASEHOLD

15.7 PUBLIC INFRASTRUCTURE

All applicable information including description, extent and the use of the buildings

All equipment and/or machines in relation to the public infrastructure, should be excluded from the valuation process

15.11 GENERAL

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

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

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

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

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

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



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

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

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

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

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

15.12 Differential Rates

Bergrivier Municipality has determined the following categories of rateable property in terms of section 8(2) of the Act

Residential Properties
Institutional Properties
Industrial Properties
Business And Commercial Properties
Agricultural Purposes
Municipal Properties
Public Open Spaces
Public Service Infrastructure (PSI)
Public Service Purposes (PSP);

That a subcategory for vacant properties be included under residential, industrial and commercial properties

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

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

1. Current Valuation Roll;
2. Copies of all Supplementary Valuation Rolls;
3. Other available data.



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OPTIONS

The Municipality will specify which of the following data it will make available to the Tenderer and what data it requires the Tenderer to obtain at their cost (**indicate which are applicable**):

16.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE / OBTAIN
1.	Aerial photographs/satellite imagery (Not Needed)		The Tenderer can decide, at his discretion, to use aerial photography or not.
2.	Building plans	X	
3.	Bulk deeds download at commencement date		X
4.	Land Register (Valuation Roll)	X	
5.	Copies of all offers received to purchase and/or lease Municipal properties	X	
6.	Copies of all sales/rental agreements relating to properties sold by the Municipality whether registered or not	X	
7.	Copies of all consent use applications, rezonings, consolidations, notarial ties submitted to the Municipality	X	
8.	Copies of all policy decisions relating to immovable property within the Municipality	X	
9.	Copies of water and electricity deposits relating to properties not previously connected	X	
10.	Development Plan	X	
11.	Geographic information system		X
12.	Monthly clearance certificates	X	
13.	Monthly Deeds downloads	X	
14.	Monuments and Heritage buildings	X	



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	declared from time to time		
15.	Occupation Certificates where available	X	
16.	Planned roads and other municipal infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	X	Other infrastructural services where the Municipality is not the owner i.e. railway lines
17.	Report on properties affected by environmental restraints or subjected to enormous environmental impact assessment requirements		X (If applicable)
18.	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)
19.	Town planning scheme	X	
20.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Service agreement	X	

16.3 SUPPLEMENTARY VALUATION ROLL

The Municipality will specify which of the following data it will make available to the Tenderer and what data it requires the Tenderer to obtain at their cost **(indicate which are applicable)**

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE / OBTAIN
1.	Aerial photographs / satellite imagery (Not Needed)		The Tenderer can decide, at his discretion, to use aerial



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			photography or not.
2.	Building plans and schedule of monthly completed buildings.	X	
3.	Monthly updates of the land register	X	
4.	Monthly copies of all offers received to purchase and/or lease Municipal properties	X	
5.	Monthly copies of all sales/rental agreements relating to properties sold by the Municipality whether registered or not	X	
6.	Monthly copies of all consent use applications received, approved or declined, township applications, rezonings, consolidations, notarial ties submitted to the Municipality	X	
7.	Monthly copies of all policy decisions relating to immovable property within the Municipality	X	
8.	Monthly copies of water and electricity deposits relating to properties not previously connected	X	
9.	Development Plan (cadastral data – shape file) and changes thereto	X	
10.	Monthly clearance certificates	X	
11.	Monthly Deeds downloads	X	
12.	Monuments and Heritage buildings declared from time to time	X	
13.	Occupation Certificates where available	X	
14.	Planned roads and other municipal infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – ongoing basis	X	Other infrastructural services where the Municipality is not the owner i.e. railway lines



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15.	Regular report of properties affected by environmental restraints of subjected to enormous environmental impact assessment requirements – ongoing basis	X	
16.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	X	
17.	Town planning scheme – updates thereof	X	
18.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	X	
19.	Annual inspection and review of section 9 & 15 properties referred to in the Act	X	
20.	Monthly diagrams form surveyor general	X	
21.	Notices appearing in government/provincial gazettes relating to properties within the Municipality	X	
22.	Copy of the annual review of the Rates Policy	X	

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

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

17. PRINTING AND BINDING OF ROLLS

The Tenderer shall be responsible for providing **13 copies** of the valuation roll of which 6 will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back-to-back and shall be appropriately indexed.



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

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

18. VALUATION SYSTEM

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

18.1 If a mass valuation system is used by the Tenderer, the system must be compatible with the valuation system of the Municipality. This may not be the only system used in determining the valuation of the property.

18,2 The valuation system must be compatible with the management systems that are affected by the valuation process.

18.3 The valuation system must be compatible with the billing system of the Municipality

18.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values

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

18.6 In the case of property data

The valuation system must be able to store changes relating to inter alia;-
Land use, zonings, size, subdivisions, consolidations, excisions, notarial ties etc.
Current and previous owners
Date of sale and transfer
Sales price
Title deed numbers
Servitudes
Type of sale i.e. vacant or improved

18.7 In the case of Valuations

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



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18.8 Objections

The valuation system must be capable of recording objections and appeals and must reflect

Name of objector

Name of owner

Objection number

Reason for objection

Entry required by objector

Decision of valuer

Reasons of valuer

Decision of appeal board

Existing valuations and valuations reflected in the valuation roll

Adjustments made by the appeal board

Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

18.9 Other

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

Building plan data where 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 tender, pertaining to that erf can be extracted by reference to that erf.

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

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

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

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

19.1 DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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



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

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

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

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

- The Tenderer will ensure that all electronic data on Excel or CSV format as well as the cadastral maps (shape files) for the positioning of the buildings on a property and the use of the property should be provided to the Municipality in an electronic form predetermined by the Municipality.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- The Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the Municipality.
- The Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderer(s) appointed network administrator/s only.
- The Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- The Tenderer(s) will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service providers infrastructure.
- The Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- The Tenderer may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the Municipality in writing. All data output from a relational database system will be provided and made available in an approved format to the Municipality.
- The Tenderer will ensure that all data is backed up on a daily basis and verified.
- The Tenderer will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- The Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.



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- The Tenderer will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- The Tenderer will ensure that this backup cycle be enforced for the duration of the tender. The Tenderer will adhere to and implement the backup software vendors 'best practice' specifications.
- The Tenderer will adhere to and comply with the backup hardware manufacturers specifications.
- The Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

The Municipality may review and amend this requirement at any time to keep pace with changes in technology and equipment. Should the Municipality require that an alternative basis of backup be implemented that is substantially different from that contained herein, they will consider a contribution towards the cost of the the Tenderer, implementing such changes.

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

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

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

19.2 DATA TRANSFER

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

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

The Tenderer may utilise optical based media technology for archiving purposes.

The Tenderer may utilise optical based media technology for data presentation.

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

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

The Tenderer will ensure that all data collected be transferred to the Municipality on a minimum of a fortnightly basis, or on request.

19.3 GENERAL

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



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20. KEY TASK FUNCTIONS

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

STAGE	DESCRIPTION	DEADLINE DATE	Guideline timeframes
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.	31-Aug-22	2-4 months
2	Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	31-Oct-22	4-6 months
3	Compiling of valuations	31-Dec-22	2-3 months
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation.	31-Dec-22	1 month
5	Submission of draft roll	15-Jan-23	These items are optional and may not be required by the Municipality. If the Municipality requires any of the above options, they must indicate under this paragraph.
6	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the Municipality	(As above) 31-Jan-23	
7	Objections process as per Act (Advertising)	15 Febr 2023 – 01-Apr-23	
8	Valuation board hearing for	15 April 2023– 20	



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	objections	April 2023	
9	Advertising appeal valuations	25 April 2023 – 25 May 2023	
10	Appeal Board hearings and submission of all data or copies thereof to the Municipality & issuing of final delivery certificate	Jun-23	

21. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

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

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

22. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll (if compiled)
- All supplementary valuation rolls
- Cadastre information (shape file) – “Registered Layer”

Bulk Deeds download.

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

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

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



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Stage 2: DATA COLLECTION:

Includes: -

Physical inspections of all properties, update of measurements, sales, field sheets, data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, vacant land surveys, etc.

Photographs indicating times and dates of inspections are required for every property.

Access to the properties should be indicated on the inspection notes. (Field form)

Optional: Use of aerial photographs for identification and/or electronic measurement. (The date should also be indicated)

Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

Stage 4: INTERNAL MONITORING OF VALUATIONS:

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

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

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

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

Stage 5: SUBMISSION OF DRAFT ROLL:

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

The cadastral maps (shape files) for the positioning of the buildings on a property and the use of the property should be provided to the municipality in an electronic form predetermined by the municipality.

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

The Tenderer will be required to correct any entry that has been found to be incorrect in terms of size, description, zoning, ownership, etc. as well as incorrect valuations based on sales ratio analysis and other factually indicated market trends.

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



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

Stage 7: OBJECTION PROCESS:

The Tenderer will be obliged to attend to the following:

Receive objections in terms of section 50(5)

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

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

Stage 8: VALUATION APPEALS BOARD HEARINGS:

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

Stage 9: ATTENDING TO ALL VALUATION ENQUIRIES:

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

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

The Tenderer(s) will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter that a copy of all data in their possession has been provided to the Municipality in either an electronic or hard copy format. The cadastral maps (shape files) showing the positioning of the buildings on a property and indicating the use of the property, must be provided to the Municipality in an electronic form prescribed by the Municipality. A final delivery certificate can only be issued once the above provisions have been fulfilled.

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

23. PUBLIC PARTICIPATION AND AWARENESS:

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

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



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24. METHODS OF PAYMENT:

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

STAGE NO.	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	10%	✓	
2	Data collection	30%		✓
3	Valuation compilation	20%		✓
4	Internal monitoring	-		
5	Submission Draft Roll	5%	✓	
6	Submission of certified roll	5%	✓	
7	Objection process and completion of reasons	10%	✓	
8	Valuations appeal board hearing	10%	Within six months after the date of such submission.	
9	Submission of data to the Municipality and issue by the Municipality of final delivery certificate	10%	✓	
		100%		

Amount payable will be calculated as follows: amount tendered per entry multiplied by the total properties (per category) to get a total tender amount. Total tender amount will be multiplied with percentage.

25. SCHEDULE OF FEES

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

26. TENDERERS EVALUATION

The Tenderer will first be evaluated on the following points scoring criteria and thereafter be subjected to a further evaluation regarding equity ownership (HDI) and other procurement requirements of the Municipality and price.

DESCRIPTION	% WEIGHT
Approach Paper Evaluation	25
Proposed Organization and Staffing	25



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Experience of the Key Staff	25
Tenderer's Experience	25
Total	100

DESCRIPTION	SCORE OUT OF
<u>Approach Paper Evaluation on the following</u> Technical approach on valuation process (5) Type of valuation approach, Quality plan on valuations (5) Key deadline indicated in working schedule (5) Reporting on deadlines (5) Contingencies plan in place for unknowns (5) Out of 25
<u>Organisation and staffing</u> Detail Organigram (5) Technical & Support Staff (5) Key Staff Members indicated (5) Qualifications of key staff members attached (5) Membership certificates of key staff attached (5) Out of 25
<u>Experience of key staff</u> Key staff levels of general experience Key staff levels of project specific education, training, and experience Key staff have extensive experience of issues pertinent to the project 0 – 1 years 5 2 – 3 years 10 4 – 5 years 15 >5 years 25 Out of 25
<u>Tenderer's experience</u> 0 – 1 years 5 2 – 3 years 10 4 – 5 years 15 >5 years 25 Out of 25
Total	

For the Tenderer(s) to be considered for the next phase of evaluation, they must achieve a minimum rating of **70%** under this paragraph.



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The Municipality will refer the tenders after this evaluation process to the relevant tender committee for further adjudication and consideration.

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

Quality shall be scored independently by not less than three evaluators in accordance with the points indicated.

Scores as indicated will be allocated to each of the criteria and subcriteria based on the information provided in the tender document. The scores of each of the evaluators will then be averaged, weighted, and then added together to obtain the final score for quality.



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13. FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. 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 and every alteration.
3. 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'			
	YES		NO	
Are you/is the firm a registered VAT Vendor				
If "YES", please provide VAT number				

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **Tender 8/3/61-2021 MN276/2021**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES/RATES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organization)</i>	Date
Signature of witness:		

2. ACCEPTANCE

Reference No:	T 8/3/61-2021 MN276/2021	Initials	Page 73 of 112
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BERGRIVIER MUNICIPALITY

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Bergrivier Municipality, Kerk Street, Piketberg, 7320	
Name of witness:		Date:
Signature of witness:		



BERGRIVIER MUNICIPALITY

14. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 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 and every 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.

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

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

- Please note the following:**
1. BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
 2. Only firm prices will be accepted and non-firm prices will not be considered.



BERGRIVIER MUNICIPALITY

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	



BERGRIVIER MUNICIPALITY SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35.0 million
	Small	50	17.0 million
	Micro	10	7.0 million
Mining and Quarrying	Medium	250	210.0 million
	Small	50	50.0 million
	Micro	10	15.0 million
Manufacturing	Medium	250	170.0 million
	Small	50	50.0 million
	Micro	10	10.0 million
Electricity, Gas and Water	Medium	250	180.0 million
	Small	50	60.0 million
	Micro	10	10.0 million
Construction	Medium	250	170.0 million
	Small	50	75.0 million
	Micro	10	10.0 million
Retail, motor trade and repair services	Medium	250	80.0 million
	Small	50	25.0 million
	Micro	10	7.5 million
Wholesale	Medium	250	220.0 million
	Small	50	80.0 million
	Micro	10	20.0 million
Catering, Accommodation and other Trade	Medium	250	40.0 million
	Small	50	15.0 million
	Micro	10	5.0 million
Transport, Storage and Communications	Medium	250	140.0 million
	Small	50	45.0 million
	Micro	10	7.5 million
Finance and Business Services	Medium	250	85.0 million
	Small	50	35.0 million
	Micro	10	7.5 million
Community, Social and Personal Services	Medium	250	70.0 million
	Small	50	22.0 million
	Micro	10	5.0 million

Lindiwe D Zulu, MP
Minister of Small Business Development

Date: 23/09/2018

Initial



BERGRIVIER MUNICIPALITY

SCHEDULE 1 (A)

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO
(Attach certified copy of certificate)

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

.....

.....

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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



BERGRIVIER MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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



BERGRIVIER MUNICIPALITY

I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day 201 _____

SIGNATURE: NOMINATED PERSON AS
MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the day of 201 _____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF
PEACE/COMMISSIONER OF OATHS



BERGRIVIER MUNICIPALITY

SCHEDULE 1 (B)

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

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

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

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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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



BERGRIVIER MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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



BERGRIVIER MUNICIPALITY

I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

I further undertake by my signature hereof that in the event of the nominated Municipal valuer in terms of **Schedule 1(A)** hereof not being able to carry out his duties as a result of accident, death, ill health or insolvency, I hereby bind myself jointly and severally with the Tenderer and/or the Municipal valuer to fulfil all obligations and requirements of this tender. I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

Signed by me at _____ this _____ day _____ 201_____

SIGNATURE: NOMINATED PERSON AS
SUBSTITUTE MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at on theday of201_____

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

Justice of Peace/Commissioner of Oaths



BERGRIVIER MUNICIPALITY

SCHEDULE 2(A)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

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

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

.....

.....

.....

.....

.....

.....

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

.....

.....



BERGRIVIER MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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



BERGRIVIER MUNICIPALITY

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I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 201_____

SIGNATURE: NOMINATED PERSON AS
MUNICIPAL VALUER NO 1

JUSTICE OF PEACE / COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at on theday of201_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF
PEACE/COMMISSIONER OF OATHS



BERGRIVIER MUNICIPALITY

SCHEDULE 2(B)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

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

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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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



BERGRIVIER MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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



BERGRIVIER MUNICIPALITY

I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 201_____

SIGNATURE: NOMINATED PERSON AS
MUNICIPAL VALUER NO. 2

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at on theday of201_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF
PEACE/COMMISSIONER OF OATHS



BERGRIVIER MUNICIPALITY

SCHEDULE 2(C)

AFFIDAVIT. NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO
(Attach certified copy of certificate

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

.....

.....

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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



BERGRIVIER MUNICIPALITY

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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



BERGRIVIER MUNICIPALITY

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

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

Signed by me at _____ this _____ day _____ 201_____

SIGNATURE: NOMINATED PERSON AS
MUNICIPAL VALUER NO. 3

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at on theday of201_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF
PEACE/COMMISSIONER OF OATHS



BERGRIVIER MUNICIPALITY

SCHEDULE 2(D)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO
(Attach certified copy of certificate)

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

.....

.....

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

.....

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

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



BERGRIVIER MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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



BERGRIVIER MUNICIPALITY

I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ this _____ day _____ 201_____

SIGNATURE: NOMINATED PERSON AS
MUNICIPAL VALUER NO. 4

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at on theday of201_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF
PEACE/COMMISSIONER OF OATHS



BERGRIVIER MUNICIPALITY

SCHEDULE 3

DETERMINATION OF FEES

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

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

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1.	Valuation Roll	Fixed Tender price	R	Price Evaluation will be based on the fixed tender amount as per 1 of this schedule and not on the individual rates of items 1.1 to 10 as set out below. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 10 hereof. Multiple use properties will be calculated on the final adjustment as individual entries calculated by multiple use, based on the individual outline reflected under items 1.1 to 10.
		Rate entry per incl. VAT		
1.1	Agricultural holdings / farms			
1.2	Agricultural holdings /farms used for purposes other than agricultural eg. Industrial, manufacturing, transport, offices.			
1.3	Properties used for mining purposes			
1.4	Non-residential eg. business, industrial properties			
1.5	Residential			



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1.6	RDP housing			
1.7	Sectional titles			
2.1	Supplementary valuations – tariff per entry	Rate entry VAT	per incl.	
	Year 1 - 2023			The Municipality to define in terms of paragraph 14 the functions and data it will provide during the supplementary phase of the tender.
	Properties within urban boundaries of Bergrivier Municipality.	R	/ Erf	
	RDP Housing	R	/ Erf	
	Properties outside urban boundaries of Bergrivier Municipality.(Rural / Farms)	R Farm	/	
	Year 2 – 2024			
	Properties within urban boundaries of Bergrivier Municipality.	R	/ Erf	
	RDP Housing	R	/ Erf	
	Properties outside urban boundaries of Bergrivier Municipality.(Rural / Farms)	R Farm	/	
	Year 3 – 2025			
	Properties within urban boundaries of Bergrivier Municipality.	R	/ Erf	
	RDP Housing	R	/ Erf	
	Properties outside urban boundaries of Bergrivier Municipality.(Rural / Farms)	R Farm	/	



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	Year 4 – 2026			
	Properties within urban boundaries of Bergrivier Municipality.	R / Erf		
	RDP Housing	R / Erf		
	Properties outside urban boundaries of Bergrivier Municipality.(Rural / Farms)	R / Farm		
	Year 5 – 2027			
	Properties within urban boundaries of Bergrivier Municipality.	R / Erf		
	RDP Housing	R / Erf		
	Properties outside urban boundaries of Bergrivier Municipality.(Rural / Farms)	R / Farm		
3.1	Section 51 compliance		nil	Part of compilation fee
3.2	Section 53 (3)	Per reason	R	
4.1	Appeals Board Hearings: Preparation and consultations with professionals appointed by the Municipality for specific appeals	Per hour/day/ valuer incl. VAT	R	
4.2	Attendance at Appeal Board hearing	Per day incl. VAT	R	Clearly indicate price per valuer per day and how many valuers will attend the appeal board hearing
5.	Data collection	N/A		Included in tariff per entry
6.	Consultations	Hourly rate incl. VAT	R	Indicate reasons if applicable
7.	Travelling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality	State the tariff to be applied incl. VAT per km	R	Maximum 100 km to Piketberg
8.	Additional copies of valuation roll	Per additional copy incl.	R	



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		VAT		
9	Attending public meetings regarding the valuation process	State the tariff to be applied incl. VAT	R	One (1) meeting per town or otherwise stated
10	Traveling cost for attending the public meetings	Per kilometer	R	Distance determine form Piketberg to towns

SCHEDULE 4

DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be as set out under paragraph 19 of the Tender Specifications (Form F).

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

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



BERGRIVIER MUNICIPALITY
SCHEDULE 5

COMPUTER SYSTEM

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

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

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



BERGRIVIER MUNICIPALITY
SCHEDULE 6

HUMAN RESOURCES

The Tenderer and/or nominated persons to complete the following schedule:

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

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



BERGRIVIER MUNICIPALITY

SCHEDULE 7

PROJECT WORK PLAN

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

Work definition
Workflow
Timelines
Deadlines

Note the above schedule will together with the Key Task Functions under paragraph 20 hereof become the basis upon which the Municipality will monitor the Tenderer(s) progress and the Municipality shall be entitled to act against the Tenderer if the above time limits and project plan are not adhered to. The Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 7 of the Tender Specifications.

The Tenderer 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.



BERGRIVIER MUNICIPALITY

SCHEDULE 8

PROOF OF INSURANCE COMPLIANCE

Attached as **Schedule 8** proof in terms of paragraph 10 of the Tender Specifications.

SCHEDULE 9

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

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

Attached receipt of membership paid for current period or proof that membership is paid up to date.

SCHEDULE 10

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

SCHEDULE 11

STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE

The Tenderer should indicate under Schedule 12 any item and/or additional service that will be included in the tender.

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

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 the attention of the Municipality to 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.



BERGRIVIER MUNICIPALITY

SCHEDULE 12

AUTHORITY FOR SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>				

A. Certificate for Company

I,, chairperson of the board of directors of

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

As witness:

.....
(Chairman)

..... /...../20.....

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr/Ms, acting in the capacity of to sign all documents in connection with the tender for Contract and any contract resulting from

NAME	ADDRESS	SIGNATURE	DATE



BERGRIVIER MUNICIPALITY

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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



BERGRIVIER MUNICIPALITY

As witness:

1.

.....

.....
Sole Owner

2.

.....

.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr/Ms
acting in the capacity of, to sign all documents in connection with the
tender for Contract and any contract resulting from it on our
behalf.

NAME	ADDRESS	SIGNATURE	DATE

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