



**LEKWA LOCAL MUNICIPALITY  
BID DOCUMENT**

**REFERENCE: LLM – “BTO3 / 2017”**

**BID FOR THE COMPILATION AND MAINTENANCE OF  
THE VALUATION ROLLS FOR THE FINANCIAL YEARS 1  
JULY 2018 TO 30 JUNE 2021**

**(1 JULY 2018 - 30 JUNE 2021)**

<b>CLOSING DATE &amp; TIME:</b>	<b>23 June 2017</b>
<b>COMPULSORY BID MEETING:</b>	<b>None</b>

**Documents to be addressed to the Municipal Manager and deposited into the Bid Box situated at Main Office Building, Standerton, Mpumalanga**

**SERVICE PROVIDER’S DETAILS**

Name of Service Provider:	
Contact Person:	
E-mail Address:	
Telephone Number:	(        )Code
CSD Number:	

Initial \_\_\_\_\_

## TENDER DOCUMENT

TENDER NO: BT 03/2017

YEAR: 2016/17

## DESCRIPTION

COMPILATION AND MAINTENANCE OF THE VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2018 TO 30 JUNE 2021

CLOSING DATE: 23 June 2017

CLOSING TIME: 12:00

BID DOCUMENTS MAY BE POSTED TO:

PO BOX 66

STANDERTON

2430

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, LEKWA LOCAL MUNICIPALITY, PO BOX 66, STANDERTON, 2430 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Lekwa Local Municipality

Records Section, 1<sup>st</sup> Floor

Cnr. Mbonani Mayisela and Dr. Beyers Naude Streets

Standerton

NB: TENDERS must be properly received and deposited in the above mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the records counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by LLM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

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

Department: Supply Chain Management

Contact Person: Mr. B Cajee

Tel: 017-7129647

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:**

Contact Person: Mr. T Hlatshwayo

Tel: 074-4233450

TENDERER	
NAME OF TENDERER	
ADRESS	..... ..... .....
TEL NO	
FAX NO	
EMAIL	
DATABASE REGISTRATION NO*	

Initial \_\_\_\_\_

**CHECKLIST**

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX ✓

- Current, Valid and Original Tax Clearance Certificate/ CSD registration number
- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms
- Certified copy of bidders municipal account
- Registration with professional body (If applicable)
- Samples Provided (If applicable)
- All relevant sections complete and signed and all pages of tender document initialled by authorized signatory
- Proof attached that signatory is duly authorized to enter into contractual agreement with Lekwa Local Municipality on behalf of the organization

**DECLARATION**

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....

Name

.....

Signature

.....

Date

.....

Capacity

.....

Name of Firm

Initial \_\_\_\_\_

**SECTION 1.1 ADVERTISEMENT****LEKWA LOCAL MUNICIPALITY****TENDER****COMPILATION AND MAINTENANCE OF THE VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2018 TO 30 JUNE 2021**

Tenders are hereby invited from suitably qualified valuers for the compilation and maintenance of the valuation rolls for Lekwa Local Municipality in compliance with the Local Government: Municipal Property Rates Act, Act 6 of 2004, as amended, for the period 1 July 2018 to 30 June 2021.

Tender documents are available from Mr. T Hlatshwayo, Lekwa Main Administration Building, corner of Mbonani Mayisela and Dr. Beyers Naude Streets, Standerton as from 12 June 2017. Enquiries Dept.: Finance. Tel (017) 7129716 alternatively from [www.lekwalm.gov.za](http://www.lekwalm.gov.za) or e-Tender Portal

Tenders must be placed in the tender box at the Records section, Lekwa Main Administration Building, corner of Mbonani Mayisela and Dr. Beyers Naude Streets, Standerton before 12h00 on Friday, February 3<sup>rd</sup> 2017 in a sealed envelope upon the outside where of is clearly marked "Tender

BTO 2016/7: GENERAL VALUATION ROLL".

The tenders shall be opened in the Council Committee Room, Municipal Offices, Standerton on 23 June 2017 at 12h15.

Any or the lowest tender will not necessarily be accepted.

Preference points will be granted to tenderers qualifying therefore in terms of Preferential Procurement Policy Framework Act (details are contained in the tender document). The 80/20 point system will be used for evaluation.

Tenderers must submit a valid Central Data Base registration number from National Treasury.

L.B. Tshabalala

**MUNICIPAL MANAGER**

Lekwa Local Municipality

Standerton

2430

## SECTION 1.2

### TENDER CONDITIONS AND INFORMATION

#### 1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

#### 1.2.2 Acceptance or Rejection of a Tender

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

#### 1.2.3 Validity Period

Bids shall remain valid for 90 (ninety) days after the tender closure date.

#### 1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by cash or payment in to LLM Municipality bank account. These costs are non-refundable.

#### 1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

#### 1.2.6 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialled.

#### 1.2.7 Compulsory Documentation

##### 1.2.7.1 Income Tax Clearance Certificate

(a) A valid original Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Database of National Treasury. The onus is on the bidder to ensure that the Municipality has an original Income Tax Clearance Certificate on record or a valid CSD number without any Tax restrictions by the South African Revenue Services (SARS).

(b) Bids not supported by a valid original Income Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, will be disqualified.

##### 1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

##### 1.2.7.3 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

#### 1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

#### 1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

#### 1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

#### 1.2.11 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the tender box on the 1st floor at the Main Administration Building, Cnr Mbonani Mayisela and Dr. Beyers Naude Street, Standerton by not later than 12:00 on requested date.

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above and be placed in the tender box, irrespective of how they are sent or delivered.

#### 1.2.12 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

#### 1.2.13 Contact with Municipality after Tender Closure Date

Bidders shall not contact the LLM on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the LLM, it should do so in writing to the LLM. Any effort by the firm to influence the LLM in the bid evaluation, bid comparison or contract award decisions will result in the rejection of the bid.

#### 1.2.14 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

#### 1.2.15 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

#### 1.2.16 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the

Municipality's Supply Chain Management Policy.



### 1.2.17 Contract

The successful bidder will be expected to sign the agreement of this bid document within 14 (fourteen) days of the date of notification by the Lekwa Local Municipality that his/her bid has been accepted. The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

### 1.2.18 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

### 1.2.19 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

### 1.2.20 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

### 1.2.21 Enquiries

Enquiries in connection with this tender specifications, prior to the tender closure date, may be addressed to Mr. T Hlatshwayo at telephone 017-7129716 or e-mail [THlatshwayo@lekwalm.gov.za](mailto:THlatshwayo@lekwalm.gov.za) Enquiries regarding the Tender Process and Supply Chain Management related aspects may be addressed to Mr. L Joubert at telephone 017-712647 or e-mail [ljoubert@lekwalm.gov.za](mailto:ljoubert@lekwalm.gov.za)

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Signature

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Position

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Date

.....

Name of bidder

Initial \_\_\_\_\_

## SECTION 1.3

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

1. 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.

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. 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.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry the factory in the Republic be manufactured, as well as transportation and handling charges to where the supplies covered by the bid will be transported.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value- adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "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.

1.25 "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 or documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **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.

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.

#### **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:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the 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 in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the 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.

8.7 Any contract supplies 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 supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. 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 at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on -site assembly and /or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) 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 in SCC, 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:

- (a) 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
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new,

If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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.

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.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

Initial \_\_\_\_\_

## 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 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.

21.5 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 21.2 without the application of penalties.

21.6 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

22.1 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:

(a) 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;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) 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 respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority

will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) 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

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable 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

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

## 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.

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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## 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;

(a) 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

(b) 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

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

#### 30. Applicable law

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

#### 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. Alternatively the bidder needs to be in good tax standing on the CSD of National Treasury during evaluation.

#### 33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

#### 34 Prohibition of Restrictive practices

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 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.

## SECTION 2.1

### MBD 1

#### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEKWA LOCAL MUNICIPALITY

BID NUMBER: BTO 03/2017

CLOSING DATE: 23 JUNE 2017

CLOSING TIME: 12:00

DESCRIPTION: COMPILATION AND MAINTENANCE OF THE VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2018 TO 30 JUNE 2021

The successful bidder will be required to fill in and sign a written Contract

BID DOCUMENTS MAY BE POSTED TO:

The Municipal Manager

LEKWA LOCAL MUNICIPALITY

STANDERTON

2430

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS) CNR DR BEYERS NAUDE AND MBONANI MAYISELA STREETS

MAIN ADMIN BUILDING

STANDERTON

2430

Bidders should ensure that bids are timeously delivered and deposited in the tender box at the indicated address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

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

1. Relevant specifications
2. Value for money

Initial \_\_\_\_\_

3. Capability to execute the contract

4. PPPFA & associated regulations

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

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

CELLPHONE NUMBER .....

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

VAT REGISTRATION NUMBER .....

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

HAS THE CSD REGISTRATION NUMBER BEEN FILLED IN (MBD 2) YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED BY YOU?  
YES / NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE ..... (IF APPLICABLE)

TOTAL NUMBER OF ITEMS OFFERED..... (IF APPLICABLE)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Mr. B CAJEE

Tel: 017-7129647

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE

DIRECTED TO:

Contact Person: T Hlatshwayo

Tel: 074-4233450

Initial \_\_\_\_\_

## SECTION 4.1

## SPECIAL CONDITIONS OF CONTRACT

1.It will be required from the successful tenderer to draw up a market report on which the valuations of properties will be based and this report must be provided to the municipality together with the submission of the draft valuation roll.

## SECTION 4.3

## DETAILED SPECIFICATIONS AND COMPLIANCE STATEMENTS

## GENERAL DEFINITIONS

- "Act" means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 Thereof
- "Assistant Municipal Valuer" means a valuer as defined in terms of section 39 (2) of the Act;
- "Bid" shall include: the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto;
- "Bidder" means the Bidder whose bid has been duly accepted by the Municipality;
- "Closing Date" shall be 12h00 hours on 23 JUNE 2017;
- "Commencement Date" shall mean the first day following the signature date or 1 JULY 2017 whichever is the latest date;
- "Data and Information" includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, regression tables, deeds records, sale and rental records and/or any other information that is obtained and used in

- the fulfilment of this bid;
- “Data Ownership” all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;
- “Date of Valuation” shall mean the Date of Valuation as determined by municipality in terms of the Act;
- “Date of Draft Submission” shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs.
- “Date of Final Submission” shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);
- “Final Completion Certificate” means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this tender;
- “Good Standing” means that the Bidder and/or nominated person shall not be in any way lawfully indebted to the municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- “Municipality” shall mean the name of Municipality;
- “Municipal Valuer” means a valuer as defined in terms of section 39 (1) of the Act;
- “Nominated Person” means a valuer nominated by the Bidder who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act;
- “Section” means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of Section 83;
- “Signature Date” means the date of the signed letter of acceptance;
- “Specialised Properties” Specialised Properties are all properties other than residential dwellings, agricultural farming units, and typical income producing properties and include inter alia the following type of properties:

- Shopping Centres
- Quarries
- Grain Depots
- Private Hospitals
- Provincial and/or State buildings such as Civic Centres, Prisons etc.
- Airports, Harbours and Stations
- Mine e.g. Amcoal
- Power Station (Tutuka)

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;

“Substitute Nominated Person” means the person nominated to substitute the Municipal Valuer;

“Property Master File” shall be defined as a property master file containing all Property records of the municipality relating to the valuation roll whether registered or not at date of valuation. Tenderer(s) will be required to record changes and maintain the property master file until the compilation of the valuation process. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

Upon proclamation of a township, Bidder will create the individual entries of all erven comprising that township in the master file.

Bidder shall thereafter administer the township owner's interest account on an ongoing basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner interest accounts.

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

Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on either the master file and/or



the valuation rolls. All consolidations, excisions, notarial ties, township proclamations etc. which result in unregistered records being created will be recorded from date of commencement of this bid and shall continue for the full duration hereof.

"Validity Period" shall be 90 days from the closing date of this bid;

## 1. SCOPE OF WORK

Lekwa Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Act, for all areas within its area of jurisdiction.

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

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

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

Tenderer(s) will be required to prepare a project plan in terms of paragraph 18 of the tender specifications and to adhere to the time schedules detailed therein.

Municipality will provide the Tenderer with certain data as detailed in paragraph 14 hereof.

Any further data or information required fulfilling the requirements of Act 6 of 2004 and the specific requirements of the municipality shall be for the sole account and responsibility of the Tenderer.

## 2. QUALIFICATION OF MUNICIPAL VALUER

The Municipality requires the appointment of a Municipal Valuer.

In terms of Section 39(1)(a) only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act 47 of 2000 may be designated as the Municipal Valuer.

In terms of Section 33, the tenderer must nominate the persons to be designated as the Municipal Valuer as well as a substitute Municipal Valuer, by completing Annexures A and B. Should assistant valuers be required, Annexure C should be completed.

The municipality reserves the right to fully investigate the qualifications, experience and performance of the Tenderer(s) nominated person/s in terms of Annexures A, B & C.

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

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

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

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of Annexures A, B and C, bind themselves jointly and severally with Tenderer to fulfill all terms and conditions of this Tender together with all schedules.

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

### 3. SERVICES REQUIRED

Tenderer(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period 1 July 2018 to 30 June 2021.

In addition to compiling the said valuation rolls, the tenderer will be required to assist municipality in:

- (1) The revision of the Rates Policy in terms of the Act in regard to valuation matters.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attending to Valuation Enquiries on behalf of the municipality.
- (4) Provide the municipality with the spilt of land and buildings on valuations to be imported into the municipality's financial system.
- (5) Integration of valuation roll into billing system and other financial and GIS systems used by the municipality

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

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

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

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

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

Accordingly, Tenderers will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000 and that such manual will be attached under Schedule 8 hereof.

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

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

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

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

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

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

## 5. CONFIDENTIALITY

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

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

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

## 6. PENALTIES AND DEFAULTS

### 6.1 DEFAULTS

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

In the event of Tenderer not conforming to the standards required by the municipality as contained in the tender document, Tenderer shall be given 20 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 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 advice.

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

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

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

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

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

## 6.2 PENALTIES

Upon failure to comply with deadlines as agreed upon in this contract, the tenderer will be fined retrospectively to the agreed date on a daily basis to the amount of R 5 000-00 (five thousand rand) per day until the terms of the agreement have been fulfilled. This step will take place notwithstanding the municipality's rights and remedies and the right to claim damages.

Should it be apparent to the municipality that after Tenderer has been advised in writing by municipality that Tenderer is in default in complying with the deadlines of either stage 1 or 2 and that Tenderer has failed to rectify such default within the amended time limit set by municipality then in such event municipality shall be entitled to cancel the contract and appoint a substitute Tenderer.

In such event, Tenderer will supply municipality with all data collected in his possession and municipality reserves the right to offset any payment due to Tenderer against the cost of appointing another person to fulfill 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.

## 7. INSURANCE

Tenderer shall submit proof in terms of Schedule 5 hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1, 000,000 and Public Liability Insurance held by Tenderer for a minimum value of R5, 000,000

## 8. VALUATION SUMMARY

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

The following is an approximate summary of the number of entries appearing in the current Valuation Roll.

DESCRIPTION	ESTIMATED NO OF ENTRIES
Municipal properties: Civic centres, offices, fire stations (not including properties identified under other criteria such as residential RDP houses, businesses,etc.)	1150
State properties	450
Residential	24500
Resort zone	2
Business	710
Industrial	30
Rural(farms)	2600
Small holdings	
Churches	110
Institutional	
Private open spaces	
Public open spaces	
Cemetries	6
Education	20
Informal	
Mining	30
Nature Reserve	

PSI	140
Total estimated no of entries	29800

Tenderer(s) shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll, an adjustment based on the actual number of entries as reflected in the Property Master will be made and compared to the above estimate. The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entries on the Pricing schedule. Where a property has been valued in terms of its multiple uses, each multiple use will count as a separate entry in the calculation of final entries and price. 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.

#### 9. SUPPLEMENTARY VALUATIONS

Supplementary valuation rolls will be compiled as required or on a regular basis for the following periods:

1 July 2018 to 30 June 2019

1 July 2019 to 30 June 2020

1 July 2020 to 30 June 2021

Supplementary Valuations will be compiled on an ongoing basis as requested by the Municipality. Tenderer will supply supplementary valuations to the municipality as soon as is reasonably possible.

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

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

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

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

#### 10. OBJECTIONS

Tenderer must comply with the provisions of sections 51, 52 & 53 of the Act. All correspondence with regards to objections should be submitted to the municipality.

#### 11. APPEALS

The Tenderer must attend all meetings of the valuation appeal board. The costs of attending the meetings are reflected in the Pricing schedule. All correspondence with regards to appeals should be submitted to the municipality.

## 12. DATA COLLECTION AND DATA COLLECTION SYSTEMS

Although Council will make available all available data to assist Tenderer, Tenderer will be fully responsible for the obtainment of all data necessary for Tenderer to compile the General Valuation Roll and Supplementary Valuation Rolls.

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

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

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

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

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

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

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

In all cases the following data will be applicable:

- Extent of property and all improvements,
- Date of purchase (where available)
- Purchase price (where available)
- Multiple uses (if applicable)
- Name of owner (including part owners)
- Physical address of property (in the case of a farm property, the name of the farm as it is commonly known as "noemnaam" e.g. "Houmoed", officially known as Portion 1 of the Farm

Honingklip, Vredenburg.

- Use of property
- Market value of property
- Zoning of property
- Category of property (Section 8(2) of the Act)

Initial \_\_\_\_\_

### 12.1 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

### 12.2 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

### 12.3 INCOME PRODUCING PROPERTIES

Conditioning and 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 or development Turnover sales if available

### 12.4 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 building. 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

Initial \_\_\_\_\_



generally recognized 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.

#### 12.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

Land use analysis eg. Irrigation, farmyard, established pastures

Description of all buildings including use, condition and

Investigation of land claims and ownership

#### 12.6 AGRICULTURAL HOLDINGS

In case where the property is used for agricultural purposes, 12.5 will apply. Where the property is used for other reasons, 12.1, 12.3, and 12.4 should apply.

#### 12.7 URBAN VACANT LAND

Negative and positive characteristics

Topography

Soil conditions

Services

View

#### 12.8 LAND USED FOR MINING

All information pertaining to the property ownership including hostels and dwellings Buildings should be measured and described in full

Mining equipment and/or machines e.g. Shafts and headgear are excluded

#### 12.9 REGISTERED LEASEHOLD

Relevant characteristics of leasehold

#### 12.10 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.

#### 12.11 RURAL AREAS:

1. The Bidder will provide a valuation roll that consists of separate valuation entries of farms regarded as one property if the land is farmed/worked as a unit even if it consists of further adjoining title deeds belonging to the same owner.
2. Each title deed must be separately stated as an entry in the roll (cross- referenced where applicable).
3. Values of multipurpose properties must be for as allocated in terms of the rates policy.

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:

Should no occupant be present at an improved property during the time of inspection, a notice informing that the property has been inspected for valuation purposes (notice to be supplied by the municipality), must be left at the address. This condition will not be applicable to improved properties with a valuation of less than R50 000.

### 13. 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.

It will be required from the successful tenderer to draw up a market report on which the valuations of properties will be based and this must be supplied to the municipality with the submission of the draft valuation roll.

In the case of all properties other than agricultural farming units, where aerial photography and/or satellite imagery is not being used a digitized 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.

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

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

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

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

Tenderer(s) must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflects under paragraph 8 hereof.

- The valuation roll must be fully compatible with the billing system of the municipality. Data must, therefore, be submitted to the municipality in a field format that is recognizable by the financial system, e.g. the suburb codes, erf numbers and subdivisions must correspond with the current data and have 5 (five) numerical characters for the suburb code. It must also include the Surveyor General's code.

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

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

1. Current valuation roll.

2. Copies of all supporting supplementary valuation rolls.

## 14.2 DATA RELATING TO THE COMPILATION OF VALUATION ROLLS

Information will be made available as indicated in the columns below.

ITEM	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE/OBTAIN
1	(a) Valuation roll: Building plans Building plans and a monthly schedule of completed buildings.		
2	(a) Valuation roll: Bulk deeds download at commencement date.  (b) Supplementary valuation rolls: Deeds downloads in respect of property changes		
3	a) Valuation roll: Consent use applications received, approved or declined and temporary land use departures.  (b) Supplementary valuation rolls: applications received approved or declined and temporary land use departures.		

- 4 (a) Valuation roll:  
Development plans.  
(b) Supplementary  
valuation rolls:  
Changes to  
development plans.
- 5 (a) Valuation roll:  
Deeds downloads.  
(b) Supplementary  
valuation rolls:
- 6 (a) Valuation roll:  
Occupation certificates  
where available.  
valuation rolls:  
Occupation certificates  
where available
- 7 (a) Valuation roll:  
Town planning  
schemes.  
(b) Supplementary  
valuation rolls: Town  
planning scheme(s) -  
updates thereof.  
Supplementary  
valuation rolls: With  
each approved  
subdivision,  
consolidation  
and/or Township  
Proclamation or

opening of a Township

Register:

-copy of proclamation  
notice;

- amendment scheme;

And

- services agreement.

- 8 (a) Valuation roll:  
Maps and diagrams  
from the Surveyor-  
General.  
(b) Supplementary  
valuation rolls:  
Monthly diagrams from  
the Surveyor-General  
valuation rolls: Town  
planning scheme(s) –  
updates thereof.
- 9 Supplementary  
valuation rolls: With  
each approved  
subdivision,  
consolidation  
and/or Township
- 10 Proclamation or  
opening of a Township  
Register :  
-copy of proclamation  
notice;

- amendment scheme;

And

- services agreement.

- 11 (a)Valuation roll:  
Maps and diagrams  
from the Surveyor-  
General.
- 12 (a)Supplementary  
valuation rolls:  
Monthly diagrams from  
Notices appearing in  
government/ provincial  
gazettes relating to  
properties within the  
municipality's area of  
jurisdiction
- 13 Valuation roll: Rates  
policy and all  
amendments.

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

Tenderer shall be responsible for providing 22 (twenty-two) certified copies of the valuation roll. The valuation rolls shall be printed in A4 format, back to back and shall be appropriately indexed.

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

After finalization of the objections and appeal processes, 4 (four) certified and bound copies of the final valuation roll needs to be delivered to the municipality. The final roll should reflect all amendments based on objections and appeals received.

## 15. VALUATION SYSTEM

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

b) The minimum, requirements of the valuation system must be as follows: -

1. If a mass valuation system is used by Tenderer, the system must be compatible with the valuation system of the municipality.
2. The valuation system must be compatible with the management systems that are affected by the valuation process.
3. The valuation system must be compatible with the billing system of the municipality
4. The valuation system must have an audit trail and the system must be able to verify all data that has an influence on value.
5. It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
6. The municipality must have access to the valuation system on a full time basis in order to respond to enquiries, etc.

c) In the case of property data (Master File)

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

d) In the case of Valuations

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

## e) Objections

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

1. Name of objector
2. Name of owner
3. Objection number
4. Reason for objection
5. Entry required by objector
6. Decision of valuer
7. Reasons of valuer
8. Decision of appeal board
9. Existing valuations and valuations reflected in the valuation roll
10. Adjustments made by the appeal board

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

## f) Other

The valuation system must be capable of storing, inter alia:-

1. Building plan data where used in the valuation process, site plans, aerial photographs and all other pertinent data on a historic basis.
2. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this Bid, pertaining to that erf can be extracted by reference to that erf.
3. The valuation system must be capable of extracting all properties that are subject to multiple entries, rebates, reductions or exemptions.
4. 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.
5. The valuation system must also be able to extract vacant properties and other information that the municipality may require for statistical purposes.
6. The valuation system must be able to download and update 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.
7. The valuation system must be capable of printing the valuation roll for a selected Allotment or the entire roll.
8. The valuation system must be capable of exporting the roll electronically for a selected Allotment or the entire roll.

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9. The valuation system must be capable of locating a property spatially.

10. The valuation system must be capable of producing Section 49 Notices for a single property, a selection of properties or the entire roll.

g) GIS

The valuation system must have an integrated GIS Viewer with the following mandatory layers:

1. SG Approved layer. The layer showing all land parcels approved by the Surveyor General.
2. Registered layer - The layer linked to the Deeds Office data showing registered properties only.
3. Sales layer - The layer showing all sales relative to the date of valuation. The layer must be labelled with the date of sale, purchase price as well as an indicator where more than one property is included in the purchase price.
4. Municipal properties layer.
5. Government-owned properties layer.
6. Financial layer - The layer linked to the billing data showing all properties on the billing system. In addition, a separate layer must display properties on the financial system but not on the valuation roll.
7. Valuation Roll - The layer showing all properties on the new valuation roll.
8. Objections layer
9. Valuation Zones. If CAMA is used then a layer showing the valuation zones (homogenous areas) must be displayed.

**Please indicate ('Yes' or 'No') if your valuation system complies with the above:\_\_\_\_\_**

**Signature of Tenderer:\_\_\_\_\_**

**FAILURE TO COMPLY WILL REGARD TENDER AS NON-RESPONSIVE.**

**16. DATA BACK UP AND DISASTER RECOVERY PLAN**

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

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

The maintenance and protection of data on behalf of municipality is crucial.

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

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

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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 1 hereof.

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

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

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

The data protection policy (if available) must include the above minimum requirements, annexed to this tender.

### 16.1 DATA TRANSFER

Data must be compatible with the financial system used by the municipality.

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

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

Tenderer will ensure that a Tape Backup or equivalent is utilised on a daily basis.

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

Tenderer may utilise optical based media technology for archiving purposes.

Tenderer may utilise optical based media technology for data presentation.

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

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

### 16.2 GENERAL

Tenderer will ensure that he/she fully acquaints himself with the amount of data to be stored and what data needs to be protected and satisfies the municipality that the Tenderer has an adequate Computer System.

### 17. KEY TASK FUNCTIONS

Tenderer(s) will be required to follow the stages set out below and adhere to the following deadlines for the compilation of the General valuation roll: -

STAGE	DESCRIPTION	DEADLINE DATE
1	<p>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.</p> <p>Obtaining of new data necessary to compile valuations: -</p> <p>Including inspections, data capture, sales, measurements, rentals, expense ratios etc.</p>	

- 2 Compiling of valuations
- 3 Submissions of draft roll
- 4 Internal monitoring of valuations:
  - verify accuracy of data;
  - review of sales and valuations between date of commencement and date of valuation;
  - Compare valuation roll to financial system;
  - On-going communication with valuer to correct data.
- 5 Submission of certified roll
- 6 Printing & sending of section 49 notices;
  - Placing of valuation rolls at municipal venues and website for public inspection; Advertisements in Government Gazette and Local newspaper - Section 49(1)
  - (Administrative function)
- 7 Awaiting objections - Section 50
- 8 Valuer: processing of objections – Section 51
- 9 Objectors request reasons and lodge appeals – Section 54
- 10 Valuation appeal board hearing
- 11 Submission of final General Valuation Roll
- 12 Implementation of the General Valuation Roll

## 18. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE

Accurate data collection is critical during the duration of the entire contract. Tenderer(s) will have to ensure that data collected can be monitored and verified by municipality. 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 accounts.

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

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

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

## 19. MINIMUM REQUIREMENTS PER STAGE:

### STAGE 1: DOCUMENTATION AND DATA COLLECTION

Obtain the following: -

- Copy of the current valuation roll.
- All supplementary valuation rolls.
- Cadastre information.
- Bulk deeds download.
- Download all data onto Tenderer(s) valuation system and create property master.
- Compare cadastre with the deeds download and existing Municipal Valuation Roll.
- Download other data in terms of section 48(2).

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

Use of aerial photographs for identification and/or electronic measurement. (Optional) Supply of fully captured data forms.

### STAGE 2: VALUATION COMPILATION:

Analysis of all data, compilation of draft valuations and fortnightly submissions to the Municipality.

### STAGE 3: SUBMISSION OF DRAFT ROLL

Draft roll to be submitted and internally checked and/or monitored by the municipality at their sole discretion. Rolls must be fully balanced and subtotals must be calculated for each urban area and the rural area separately.

**STAGE 4: INTERNAL MONITORING OF VALUATIONS:**

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

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

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

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

**STAGE 5: SUBMISSION OF CERTIFIED ROLL**

Bidder shall bind and certify the roll and submit to the Municipal Manager.

**STAGE 6: PUBLIC NOTICE OF VALUATION ROLL**

Bidder to submit valuation roll to municipal manager and roll should be advertised and published in Provincial Gazette

**STAGE 7, 8: OBJECTION PROCESS**

Receive objections in terms of section 50(1) of the Act.

**STAGE 9: HANDLING OF OBJECTIONS**

Comply with section 51 and where section 52(1) is applicable, comply with Section 52(1)(a) of the Act. Comply with sections 53(1) and 53(3) of the Act.

**STAGE 10: NOTIFICATION FOR APPEALS TO APPEAL BOARD**

Comply with sections 54

**STAGE 11: VALUATION APPEAL BOARD HEARINGS**

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

**STAGE 12: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF COMPLETION CERTIFICATE**

Tenderer(s) will have to ensure that within 30 (thirty) days of the submission of each supplementary valuation roll and thereafter, that a copy of all data in their possession has been provided to municipality in either an electronic and hard copy format.

A final completion certificate can only be issued once this provision has been fulfilled.

In the case of the general valuation the said data must be submitted as indicated in the timetable.

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

## 20. HANDLING OF VALUATION ENQUIRIES

Tenderer (s) must handle valuation enquiries during the inspection & objection periods.

## 21. METHODS OF PAYMENT:

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

STAGE NO	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENT
1	Commencement phase. Data collection	40%		X
2	Valuation compilation	20%	X	
3	Submission of a draft roll to the municipal manager	5%	X	
5	Submission of certified roll	5%	X	
7, 8 and 9	Handling of objections	5%	X	
10 and 11	Valuation appeal board hearings	Per meeting	Within 30 days after date of invoice	
12	Submission of data to municipality and	25%	X	
	issuing by the municipality of a final completion certificate	100%	X	

Amount payable will be calculated as follows: amount Bidded per entry multiplied by the total properties (per category) to get a total paym amount. Total Bid amount will be multiplied with percentage. (Amount as Bidded with regard to Appeal Board meeting/s excluded).

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ANNEXURE A: COMPLETION FORM FOR TENDERER EXPERIENCE OF MUNICIPAL VALUER

The Bidder hereby nominates the following person to be designated by the municipality in terms of Section 33 (1) of the Property Rates Act, 2004 (Act 6 of 2004) as the municipal valuator

FULL NAMES .....  
 I.D NUMBER .....  
 PROFESSIONAL QUALIFICATIONS .....  
 .....  
 .....

PROFESSIONAL REGISTRATION NO .....

(Attach certified copy of certificate)

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

.....  
 .....

Have you ever been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuator Profession or other recognized professional bodies relating to the valuation profession? (Y/N)

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	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT)
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Initial \_\_\_\_\_



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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY
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Have you compiled any valuation rolls utilising GIS and/or aerial photography? If yes, provide full details.

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal roll? If yes, provide full details.

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO
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Initial \_\_\_\_\_

## VALUATION BOARD HEARING EXPERIENCE

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

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

## VALUATION APPEAL BOARD HEARING EXPERIENCE

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

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

I have completed the questionnaire in full;

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

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

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

Signed by me at.....this .....day 20...

.....

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/ COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn before me at..... on the.....day of the month.....20.....



.....

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF PEACE/COMMISSIONER OF OATHS

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**ANNEXURE B: COMPLETION FORM FOR TENDERER EXPERIENCE 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 valuator? If yes, full details and reasons to be supplied.

.....  
 .....

Have you ever been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuator Profession or other recognized 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 VALUATION ROLL	REFERENCE	CONTACT NUMBER	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT

Initial \_\_\_\_\_

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY
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Have you compiled any valuation rolls utilising GIS and/or aerial photography? If yes, provide full details.

NAME OF MUNICIPALITY	DATE OF VALUATION	CONTACT PERSON	PHONE NO
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal roll? If yes, provide full details.

NAME OF MUNICIPALITY	DATE OF VALUATION	CONTACT PERSON	PHONE NO
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#### VALUATION BOARD HEARING EXPERIENCE

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

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING
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## VALUATION APPEAL BOARD HEARING EXPERIENCE

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

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEALS BOARDS
----------------------	---------------------	-------------------	-----------------	---------------	----------------------

Initial \_\_\_\_\_

I have completed the questionnaire in full;

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

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

and I further undertake by my signature hereof that in the event of the nominated municipal valuator in terms of ANNEXURE A hereof not being able to carry out his duties as a result of an accident, death, ill health or insolvency, I hereby bind myself jointly and severally with bidder and/or the municipal valuator to fulfil all obligations and requirements of this bid. I do further declare that I have read all the bid 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 implications of all such conditions.

Signed by me at.....this .....day 20...

.....

SIGNATURE: NOMINATED PERSON AS SUBSTITUTE MUNICIPAL VALUER

[Empty rectangular box for signature]

JUSTICE OF PEACE/ COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn before me at.....on the.....day of the month of .....20.....

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF

PEACE/COMMISSIONER OF OATHS

**ANNEXURE C: COMPLETION FORM 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 valuator? If yes, full details and reasons to be supplied.

.....

.....

Have you ever been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuator Profession or other recognized 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	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT)
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List of properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airports, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY
-------------------------	------------------	---------------------	--------------

Initial \_\_\_\_\_



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

NAME OF MUNICIPALITY	DATE OF VALUATION	CONTACT PERSON	PHONE NO
----------------------	-------------------	----------------	----------

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

NAME OF MUNICIPALITY	DATE OF VALUATION	CONTACT PERSON	PHONE NO
----------------------	-------------------	----------------	----------

#### VALUATION BOARD HEARING EXPERIENCE

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

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

#### VALUATION APPEAL BOARD HEARING EXPERIENCE

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

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEALS BOARDS
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Initial \_\_\_\_\_

I, the undersigned .....

do hereby make oath and say that –

I have completed the questionnaire in full;

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

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

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

[Empty rectangular box for signature]

Signed by me at.....this .....day 20...

.....

SIGNATURE: NOMINATED PERSON AS ASSISTANT MUNICIPAL VALUER

JUSTICE OF PEACE/ COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn before me at .....on the .....day of the month of.....20.....

.....

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF

PEACE/COMMISSIONER OF OATHS

Initial\_\_\_\_\_

SECTION 4.4

PRICING SCHEDULE

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 Bid.

Name of Bidder: .....

Bid Number: .....

Closing Time: .....

Closing Date .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

**DETERMINATION OF FEES - GENERAL VALUATION**

**SECTION A**

ITEM NO	DESCRIPTION	UNIT	TOTAL INCLUSIVE RATE FOR GENERAL VALUATION
			(VAT EXCLUSIVE)
1	General Valuation Roll	Fixed Bid Amount	R
<b>SECTION A: TOTAL</b>			R <input style="width: 100px; height: 20px;" type="text"/>

Initial \_\_\_\_\_

**SECTION B**

ITEM NO	DESCRIPTION	UNIT	PRICE PER HOUR	ALL INCLUSIVE AMOUNT
				FOR 40 HOURS
				(VAT EXCLUSIVE)
1	ATTENDANCE OF APPEAL BOARD (PER DAY)			
	AVERAGE 3-5 DAYS	Per Hour	R	R

**DETERMINATION OF FEES: FIRST INTERIM / SUPPLEMENTARY VALUATION FOR THE CALENDER YEAR 2019**

## SECTION C

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT EXCL)	TOTAL PRICE AS PER ESTIMATE NUMBER OF PRPERTIES (VAT EXCL)
	TARIFF PER VALUED PROPERTY:-			
	URBAN			
1	RESIDENTIAL ERVEN	0	R	R
	RDP /			
2	INFORMAL HOUSING	0	R	R
	BUSINESS			
3	ERVEN	0	R	R
	RURAL			
4	(FARMS AND HOLDINGS)	0	R	R
	SECTIONAL			
5	TITLE UNITS	0	R	R
SECTION C: TOTAL		0		R

\*AVERAGE ENTRIES ON FIRST SUPPLEMENTARY AMOUNTS TO +-

## SECTION D

ITEM NO	DESCRIPTION	UNIT	PRICE PER HOUR	ALL INCLUSIVE AMOUNT FOR 8 HOURS (VAT EXCL)
	ATTENDANCE OF SESSION OF:-			

Initial \_\_\_\_\_

ATTENDANCE  
OF APPEAL  
BOARD (PER  
DAY)

1	AVERAGE 1 DAY	Per Hour	R	_____	R	_____
---	------------------	-------------	---	-------	---	-------

SECTION D: TOTAL					R	
------------------	--	--	--	--	---	--

**DETERMINATION OF FEES: SECOND INTERIM / SUPPLEMENTARY VALUATION FOR THE  
CALENDAR YEAR 2019  
SECTION E**

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES
	TARIFF PER VALUED PROPERTY:-	
1	URBAN RESIDENTIAL ERVEN	
2	RDP / INFORMAL HOUSING	
3	BUSINESS ERVEN	
4	RURAL (FARMS AND HOLDINGS)	
5	SECTIONAL TITLE UNITS	
SECTION E: TOTAL		

\*AVERAGE ENTRIES ON FIRST SUPPLEMENTARY AMOUNTS TO +-

SECTION  
F

ITEM NO	DESCRIPTION	UNIT	PRICE PER HO
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Initial\_\_\_\_\_

ATTENDANCE OF SESSION  
OF:-

1	ATTENDANCE OF APPEAL BOARD (PER DAY) AVERAGE 1 DAY	Per Hour	R
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## SECTION F: TOTAL

## DETERMINATION OF FEES: THIRD INTERIM / SUPPLEMENTARY VALUATION FOR THE CALENDAR YEAR 2021

## SECTION G

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT EXCL)
	TARIFF PER VALUED PROPERTY:-		
1	URBAN RESIDENTIAL ERVEN	XXX	R
2	RDP / INFORMAL HOUSING	XXX	R
3	BUSINESS ERVEN	XXX	R
4	RURAL (FARMS AND HOLDINGS)	XXX	R
5	SECTIONAL TITLE UNITS	XXX	R

Initial \_\_\_\_\_

SECTION G:  
TOTAL

XXX

\*AVERAGE ENTRIES ON FIRST SUPPLEMENTARY AMOUNTS TO +- XXX  
SECTION H

ITEM NO	DESCRIPTION	UNIT	PRICE PER HOUR	ALL INCLUSIVE AMOUNT FOR 8 HOURS (VAT EXCL)
	ATTENDANCE OF SESSION OF:-			
	ATTENDANCE OF APPEAL BOARD (PER DAY)	Per Hour		
1	AVERAGE 1 DAY		R	R
	SECTION H: TOTAL			R

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

Initial \_\_\_\_\_



## TENDER PRICE SUMMARY

	TOTAL
SECTION A	R
SECTION B	R
SECTION C	R
SECTION D	R
SECTION E	R
SECTION F	R
SECTION G	R
SECTION H	R
SUB TOTAL VAT EXCLUDED	R
VAT (14%)	R
TOTAL TENDER PRICE	R

THE TOTAL TENDER PRICE WILL BE USED TO EVALUATE THIS TENDER

## SCHEDULE 1

### DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be as set out under paragraph 15 (b) hereof.

In the event of Tenderer not wishing to conform to such standards Tenderer shall attach as Schedule 1, a complete proposal in this regard.

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

## SCHEDULE 2

### COMPUTER SYSTEMS

Tenderer to attach a detailed inventory of the current computer equipment owned by him as well as future computer needs necessary to comply with this tender.

Tenderer may appoint a specialist to assist him to meet the computer and IT requirements to comply with this tender.

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

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

## SCHEDULE 3

### HUMAN RESOURCES

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

Name of person	Experience	Years of experience	Full time or Part time on project	Professional Qualifications

Initial \_\_\_\_\_

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

#### SCHEDULE 4

##### PROJECT WORK PLAN

Tenderer to attach as Schedule 4 comprehensive work plan reflecting inter alia - Work definition; Workflow; Timelines; and Deadlines.

Note the above schedule will together with the Key Task Functions under paragraph 17 hereof become the basis upon which the municipality will monitor the Tenderer(s) progress and municipality shall be entitled to take action against Tenderer if the above time limits and project plan are not adhered to.

Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 17 hereof.

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

#### SCHEDULE 5

##### PROOF OF INSURANCE COMPLIANCE

Attached as Schedule 5 proof in terms of paragraph 7.

#### SCHEDULE 6

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

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

#### SCHEDULE 7

##### TAX CLEARANCE CERTIFICATE

Tenderer must attach proof of CSD Registration here with number. If the Tenderer is not tax-compliant on date of closure the tender will be disqualified.

#### SCHEDULE 8

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

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

#### SCHEDULE 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.

Initial \_\_\_\_\_

#### SCHEDULE 10

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

#### SCHEDULE 11

STATEMENT OF ADDITIONAL SERVICES THAT BIDDER WILL PROVIDE

Tenderer should indicate under Schedule 11 any item and/or additional service that will be included in the Bid.

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

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

The purpose of this schedule is to draw to the attention of the municipality the services that Bidder will provide at this cost that have not been provided for in the Tender document and that will be of benefit to the municipality.

#### SECTION 4.5

##### PRICE ADJUSTMENTS

The tender will be evaluated on the unit prices provided in the Pricing Schedule.

The tender must remain open for possible acceptance of 90 days subsequent to the closing date.

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

(Should this schedule not be completed it will be assumed that the above variation is acceptable to the tenderer and that there will be no other price variations considered after the required validity period has lapsed.)

Initial \_\_\_\_\_

