



TENDER NO: BOD/NC062/14/2021-2022

NAMA KHOI MUNICIPALITY

NOTICE NUMBER: 31/2022

Compilation and maintenance of the Valuation Roll and Supplementary Valuation Rolls as well as other valuation related services

IMPORTANT NOTES TO BIDDERS:

- a) Tenders must be properly received and deposit in the tender box on or before the closing date and before the closing time at tender submission office, situated at the entrance to the Head office of Nama Khoi Municipality, 4 Namaqua Street, Springbok, 8240.
- b) No late bids will be accepted under any circumstances.
- c) Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and description as indicated above,
- d) Only original tenders will be accepted.
- e) Do not dismember this bid document rather attached schedules and supporting documentation.
- f) In the event that a bidder is not registered for VAT and the bid is expected to exceed R 1 million, the bidder is expected to include a statement of intent to register for VAT.
- g) Bid documents of other bidders are not available to other bidders which may prejudice them in commercial competition.
- h) Tender fee: R 546.00 (Taxes included) in cash or electronic transfer per document. This amount is non-refundable.

To be completed by Bidder			
Entity name:		Address	
Registration Number:			
Telephone:		Delivery Period	
Fax:		CSD Registration number	
Email:		Representative appointed by resolution:	

Starting Date: 25 March 2022

Closing Date: 13 April 2022

Closing Time: 10:00

Contact the SCM Unit on advice on completing the bid documentation

Snr Accountant SCM Me Ruzan Jacobs – (027) 718 8116

Technical specification enquiries:

Ms R Britz (027) 718-81100

SCM Officials in attendance at the opening of the Bids

	Name	Signature
1.		
2.		

PART	TENDER AND CONTRACT CONTENTS	PAGES
PART A – TENDER INVITATION		1
1	Tender notice and invitation to tender	2
2	Standard conditions of tender/ Instructions to bidders	3-12
3	Tender Offer	13
4	Tender Acceptance	14
PART B – TENDER RETURNABLE DOCUMENTS AND SCHEDULES		15
1	Invitation to bid (MBD 1)	16-17
2	Original tax clearance certificate requirements (MBD 2)	18
3	Pricing schedule – non firm prices (Services) (MBD 3.2)	19
4	Declaration of interest – Employees in the service of the State(MBD 4)	20-23
5	Declaration for procurement above R 10 million (all taxes included) (MBD 5)	24
6	Preference points claim form in terms of the preferential procurement regulations 2011 (MBD 6.1)	25-29
7	Local Content (MBD 6.2) N/A	30
8	Contract form – Services (MBD 7.2)	31-32
9	Declaration of bidder's past supply chain management practices (MBD 8)	33-34
10	Certificate of independent bid determination (MBD 9)	35
11	Declaration on state of municipal accounts at all municipalities of the bidder (SCM 1)	36
13	Certificate of authority for incorporated or unincorporated Joint Venture (JV), Consortiums and Partnerships Disclosure form	37-38
15	Supply Chain Management and Regulation 12 Preferential Procurement Regulations Declaration	39
16	Resolution by Director/Members/ other	40
17	Performance Guarantee/Security N/A	41-43
18	List of authorised financial institutions – contract sureties N/A	44
19	Conflict of interest declaration – gifts and sponsorships	45
21	List of previous contracts completed	46
23	Occupational Health and safety agreement in terms of section 37(2)	47-48
24	Occupational Health and safety plan	49
25	CV's of key personnel, fire arm competency certificates and registration documents with PSIRA	50
27	List of alternative offers/ Deviations	51
28	Letter of Good Standing (COIDA)	52
29	Proof of Insurance of Works	53
30	List of other documentation attached by bidder	54
PART C : PRICING DATA		55
1	Pricing instructions	56
2	Pricing schedule - Bill of Quantities	57
PART D: AGREEMENTS AND CONTRACT DATA		58
1	General Conditions of Contract (GCC)	59-68
2	Special conditions of contract (SCC)	69-74
PART E: SERVICE PROCUREMENT - SPECIFICATIONS		75



(PART A) TENDER NOTICE AND INVITATION TO TENDER

1. TENDER NOTICE AND INVITATION TO TENDER
2. STANDARD CONDITIONS OF TENDER
3. TENDER OFFER
4. TENDER ACCEPTANCE

(1). TENDER NOTICE AND INVITATION TO TENDER

NAMA KHOI MUNICIPALITY

INVITATION TO BID



(SCOPE OF PROCUREMENT SERIES – OVER R 200,000)

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

Starting Date: 25 March 2022 **Closing Date:** 13 April 2022 **Closing Time:** 10:00

SPECIFICATION ENQUIRIES: Ms R Britz - (027) 718 8141

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

Nama Khoi Municipality hereby invites tenders for the **COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS OTHER VALUATION RELATED SERVICES** as described in the bid specifications of the prescribed bid document.

Tender documents and specifications are available from the Municipal website

(www.namakhoi.gov.za) for free or at the Supply Chain Management Unit (Ms Ruzan Jacobs 027 -7188116) at the Head Office – Springbok Nama Khoi Municipality) at an amount of **R 546.00** in cash or electronic transfer per document. This amount is non-refundable. Sealed tenders must be handed in at NamaKhoi Municipality, 4 Namaqua Street, Springbok, 8240 on /or before **10:00 on Wednesday, 13 April 2022** and will be opened in public directly afterwards. Late tenders, or tenders that were e-mailed or fax will not be accepted. Forms, **MBD 1, MBD 3.2, MBD 4, MBD 5, MBD 6.1, MBD 6.2, MBD 7.2, MBD 8, MBD 9, SCM 1, SCM 2** and other schedules must be completed in the prescribed bid document.

In case of a transaction with a value of R 30 000 or more, including VAT, the Municipality follows the Procurement Policy where 80 points are awarded for price and 20 points for B-BBEE objectives. Furthermore, tenders will also be evaluated in terms of the Supply Chain Management Policy and Preferential Procurement Policy of the Municipality. More information is available from the Supply Chain Management Unit (Ms R Jacobs) obtained from telephone number (027) 718-8116.

The following conditions will apply:

- An original Tax Clearance Certificate or Tax Status Pin , as issued by SARS, must accompany each tender.
- A B-BBEE rating certificate from SANAS accredited agency or exemption (EME) for businesses with a turnover of less than threshold gazetted from a Registered Accounting officer (as stated in section 60 of the Close Corporation Act, 1984), must accompany each tender.
- Bidders must be registered on the Central Supplier Database of National Treasury OCPO. www.csd.gov.za
- No person employed by the government (National, Provincial, Municipality) may be considered for this tender.
- The key personnel must be registered by South Africa Council for Property Valuers Profession.
- No tender will be considered to a person or company that over the past five years been convicted of:
 - (a) Fraud, corruption or a criminal offence.
 - (b) The suspension, early termination or unsuccessful completion of a municipal or government contract.

The Municipality reserves the right to withdraw and / or to readvertise or reject any tender or partially accept it. The Municipality does not bind itself to accept the lowest or any tender.

S A TATAS-TITUS
MUNICIPAL MANAGER
23/03/2022

(2). STANDARD CONDITIONS OF TENDER/ INSTRUCTIONS TO BIDDERS

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1. General

- 2.1.1. No tender will be considered unless submitted on this Nama Khoi Municipality tender document.
- 2.1.2. Any portion of the tender document not completed will be interpreted as “not applicable”. Notwithstanding the afore going, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 2.1.3. Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender Submission Office situated on the first floor, 4 Namakwa Street, Springbok, 8240. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.1.4. Nama Khoi reserves the right to accept:
 - 2.1.4.1. or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. Nama Khoi Municipality shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon receipt of a written request to do so.
 - 2.1.4.2. a tender offer which does not Nama Khoi Municipality's opinion materially and/or substantially deviate from the terms, conditions and specifications of the tender document.
 - 2.1.4.3. the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and Nama Khoi Municipality is not obliged to accept the lowest or any tender.
- 2.1.5. Nama Khoi Municipality shall not consider tenders that are received after the closing date and time for such a tender (late tenders).
- 2.1.6. Nama Khoi Municipality will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.
- 2.1.7. Nama Khoi Municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 2.1.8. A tenderer may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act, Act 3 of 2000, and the Promotion of Access to Information Act, Act 2 of 2000.
- 2.1.9. A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of Nama Khoi Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal.
- 2.1.10. Should the tender offer be withdrawn in contravention of 2.1.9 above, the tenderer agrees that:

- 2.1.11. it shall be liable to Nama Khoi Municipality for any additional expense incurred or losses suffered by Nama Khoi Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- 2.1.12. Nama Khoi Municipality shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, Nama Khoi Municipality shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.
- 2.1.13. The tenderer agrees that this tender and its acceptance shall be subject to the terms and conditions contained in Nama Khoi Municipality Supply Chain Management Policy ("SCM Policy")
- 2.1.14. Notwithstanding any requests for confirmation of receipt of notices issued to the tenderers, the tenderer shall be deemed to have received such notice if Nama Khoi Municipality can show proof of transmission thereof via electronic mail, facsimile or registered post.
- 2.1.15. Unless otherwise stated in this tender document, all information submitted by the tenderer contained in other documents for example, cover letters, brochures, catalogues etcetera submitted with the tender offer, will not be considered during evaluation unless such documents have been recorded and referenced in **Part B 31: List of Other Documents Attached by Tenderer**.

2.2. Resolutions and Authorities

A tender submitted:

- 2.2.1. by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorising the tender to be made and the signatory to sign the tender on the company's behalf (**PART B16** to be completed);
- 2.2.2. by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorising the tender to be made and the signatory to sign the tender on the close corporation's behalf (**Part B 16** to be completed);
- 2.2.3. by a partnership/joint venture/consortium may not be considered unless accompanied by written authority from all parties to the partnership/joint venture/consortium authorising the tender to be made and the signatory to sign the tender on the partnership//joint venture/ consortium's behalf (**Part B13** to be completed).

2.3. Partnerships/Joint Ventures(JV's)/Consortiums

In the case of partnerships/joint ventures/consortiums, a copy of the partnership/joint venture/ consortium agreement must be submitted with the tender document. All parties/partners to the partnership/joint venture/consortium agreement must be registered on Nama Khoi Municipality's Vendor Database.

2.4. Validity Period

- 2.4.1. A tender submitted shall remain valid, irrevocable and open for acceptance by Nama Khoi Municipality for 120 (one hundred and twenty) days.
- 2.4.2. A tender submitted shall further be deemed to remain valid after the expiry of the above mentioned 120 day period, until formal acceptance by Nama Khoi Municipality, unless Nama Khoi Municipality is notified in writing by the tenderer of anything to the contrary (including any further conditions the tenderer may introduce).
- 2.4.3. Any further conditions that the tenderer may introduce will be considered at the sole discretion of Nama Khoi Municipality.

2.5. Nama Khoi Municipality Vendor Database

- 2.5.1. No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).
- 2.5.2. It is each vendor's responsibility to keep all the information on the CSD updated.
- 2.5.3. If any information required (e.g. tax clearance certificate, proof of CIDB registration, PSIRA registration etc.) is not valid or has expired, all transactions with the vendor may, in the sole discretion of Nama Khoi Municipality, be suspended until such time as the correct, verified information is received.

2.6. Tax clearance

- 3.6.1. Tenderers shall be registered and in good standing with the South African Revenue Service (SARS). In this regard, it is the responsibility of the tenderer to submit to Nama Khoi municipality documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS.
- 3.6.2. Each party to a Partnership/Joint Venture/Consortium shall submit a separate Tax Clearance Certificate.
- 3.6.3. Tenderers are to note that Nama Khoi Municipality will not award a contract to a tenderer whose tax matters are not in order.

2.7. Broad-based Black Economic Empowerment

- 2.7.1. The number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of **Part B 6: Preference Schedule**, using the status as at the closing date for submission of tender offers.
- 2.7.2. Tenderers that sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the tenderer, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract work, will forfeit preference points. Permission will have to be obtained for sub - contracts.

2.8. Independent Bid Determination

- 2.8.1. Tenderers must complete, sign and submit, together with their tender or upon being requested to do so in writing, a certificate of independent bid determination (**Part B 10** hereto) failing which the tender offer may be declared non-responsive.
- 2.8.2. Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by tenderers:
 - (a) who (notwithstanding having submitted duly completed certificates of independent tender determination) are nevertheless deemed to have knowledge of the contents of any other tenderer's offer and/or has submitted a certificate which is not true and correct in every respect;
 - (b) in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
 - (c) who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
 - (d) in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

2.9. Fronting

- 2.9.1. Nama Khoi Municipality supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner.

2.9.2. Against this background, Nama Khoi Municipality condemn any form of fronting.

2.9.3. Nama Khoi Municipality, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Nama Khoi Municipality may have against the bidder / contractor concerned.

2.10. Prohibited practices

2.10.1 In terms of section 4 (1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

2.10.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has / have engaged in any of the restrictive practices referred to above, the purchaser may refer the matter to Special Requirement and Conditions of Contract the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

2.10.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of any of the restrictive practices referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

2.11. Undertaking – not being actual manufacturer of products

2.11.1. In the event of the bidder not being the actual manufacturer and will be sourcing the products from another company, a letter from that entity/ supplier(s) confirming firm supplier arrangement(s) including lead times in this regard, must accompany your bid at the closing time and date.

2.11.2. The said company/ manufacturer/ supplier issuing the letter must confirm that it has familiarised itself with the item description/ specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated i.r.o which item(s) the supportive letter has been issued.

2.11.3. It must be indicated in the letter that all the terms and conditions are mutually agreed upon.

2.12. Counter conditions

2.12.1. Bidders attention is drawn to the fact that amendments to any Special Conditions by bidders will result in the unvalidation of such bids.

2.13. Inducements, rewards, gifts and other abuses of the Supply Chain Management System

2.13.1. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly through a representative or intermediary promise, offer or grant:

- a) any inducement or reward to Nama Khoi Municipality for or in connection with the award of a contract; or
- b) any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy.

2.13.2. No person may influence or interfere with the work of any Nama Khoi Municipality officials involved in the tender process in order to *inter alia*:

- a) influence the process and/or outcome of a bid;
- b) incite breach of confidentiality and/or the offering of bribes;
- c) cause over and under invoicing;
- d) influence the choice of procurement method or technical standards;
- e) influence any Nama Khoi Municipality Official in any way which may secure an unfair advantage during or at any stage of the procurement process.

2.13.3. Abuse of the Supply Chain Management System is not permitted and may result in the tender being rejected, cancellation of the contract, "blacklisting" and/or any such remedies as determined by the municipality's SCM Policy and the Blacklisting Policy.

2.14. Declarations and authorization

Tenderers are required to complete all statutory declarations and authorisations in the schedules attached hereto failing which the tender may be disqualified in terms of Evaluation Criteria.

2.15. Expenses due to the preparation and submission of bid documents

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

2.16. Acceptance or rejection of bids

Nama Khoi Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.17. Awards to tenderers who are not the highest ranked

2.17.1. Normally the tenderer that scores the highest number of adjudication points must be recommended for acceptance, unless objective criteria justify the acceptance of another tender.

2.17.2. The successful bidder will still have to satisfy objective criteria which may include the following;

- (a) The bidder has demonstrated that it has the necessary resources and skills required to fulfil its obligations in terms of the tender document;
- (b) It does not pose any commercial or legal risk to Nama Khoi Municipality;
- (c) It is not currently subject to action in accordance with the SCM Policy.

2.18. Reporting and performance measures

Monthly reports / meetings will be submitted to the project manager of this contract (Ms R Britz).

2.19. Alterations to bid documents

Do not make any alterations or additions to the bid document, except as to comply with instructions issued by the municipality, or to make the necessary corrections made by the bidder. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited

2.20. Clarification information session

None will be held

2.21. Alternative tender offers

- 2.21.1. Alternative bids can be submitted provided that an acceptable bid, which complies with the bid conditions and specifications and submitted strictly in accordance with the bid documents, is also submitted.
- 2.21.2. An alternative bid shall be submitted on a separate complete set of bid documents or in accordance with such conditions as may be set out in the bid document and shall be clearly marked "Alternative Bid" to distinguish it from the acceptable bid referred to above.
- 2.21.3. All acceptable bids (excluding alternative bids) shall first be evaluated in accordance with the bid conditions and ranked. Only the alternative of the highest ranked acceptable bid (that is, submitted by the same bidder) may be considered, and if appropriate, recommended for award.
- 2.21.4. Alternative bids of any but the highest ranked acceptable tender, shall not be considered.
- 2.21.5. If the alternative bid of the highest ranked acceptable tender is considered to have merit, then the alternative bid shall be ranked along with all of the acceptable tenders received.
- 2.21.6. An alternative of the highest ranked acceptable tender that is priced higher than the first ranked tender may be recommended for award, provided that the ranking of the alternative bid is higher than the ranking of the next ranked acceptable tender.
- 2.21.7. Nama Khoi Municipality however will not be bound to consider alternative bids.

2.22. Closing date

- 2.22.1. Please ensure that your bid is submitted within the closing date and time of the bid. Accept that proof of posting will not be accepted as proof of delivery.
- 2.22.2. Accept that if the employer extends the closing date and time stated in the bid documents for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.23. Issue Addenda and Extension of Closing Date/Time

- 2.23.1. If necessary, the Municipality may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tenderer documents are available until seven days before the tender closing time stated in the Tender documents. If, as a result, a tenderer applies for an extension to the closing time stated in the Tender Documents, the Municipality may grant such extension and shall then notify all tenderers who drew documents.
- 2.23.2. The register of entities that has drawn tender documents shall be used as the distribution list for any addenda. Each person/entity who collects tender documents must supply an e-mail address written legibly with each character clearly identifiable. The Municipality may inform the tenderers by way of an e-mail to such e-mail address. Where the Municipality transmits an e-mail to such address, incorrect addresses due to legibility shall be the tenderers risk.
- 2.23.3. Notwithstanding any request for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Municipality can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

2.23.4. The Municipality may on reasonable grounds extend the closing date/time stated in the Tender Documents, by notifying all tenderers who drew or downloaded documents as set out in clause 2.23.2 above.

2.24. Invalid Tenders

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

- 2.24.1. the tender, including the tender amount, where applicable, is not submitted on the official Form of Offer
- 2.24.2. the tender document is not completed in non-erasable handwritten, or printed, ink or toner;
- 2.24.3. the Form of Offer has not been signed with an original signature
- 2.24.4. the Form of Offer (**Part A3**) is signed, but the name of the tenderer is not stated, or is indecipherable;
- 2.24.5. if in a two envelope system, the tenderer fails to submit a separately sealed financial offer/tender.

2.25. Non-Responsive Tenders

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

- a) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- b) The tenderer is prohibited from doing business with the Nama Khoi municipality in terms of the SCM Policy.
- c) The tender does not comply with the Specification(s) (**Part D1**).
- d) The tender does not comply with the instructions as contained in the Price Schedule (**Part C1**) and/or **Schedule B14: Contract Price Adjustment and Rate of Exchange Variation** (where applicable).
- e) The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).
- f) The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited from tendering for any resulting contracts.
- g) The tenderer does not submit prices for all Items.
- h) The tenderer does not submit firm prices of the contract. (As indicated in the Price Schedule)
- i) The bidder and its employees is not actively registered at the Private Security Industry Regulating Authority (PSIRA) as cash-in-transit service provider.

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

- a) Comply with the general conditions applicable to tenders as set out in the SCM Policy;
- b) Comply with one or more of the provisions contained in the Conditions of Tender;
- c) Comply with any other terms and conditions of the tender as contained in the tender document;
- d) Complete and/or sign any declarations and/or authorisations;
- e) Register on the Nama Khoi Municipality Vendor Database;
- f) Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order;
- g) Comply with any applicable Bargaining Council agreements;
- h) Submit the information/complete **Part B5** in respect of transaction values exceeding R10 million (see Conditions of Tender).
- i) Submit brochures of their product (preferably with their Tender Document) or within 7 days from date of request thereof.

2.25.3. Clause 2.25.2 above is not a closed list, and requests may include but are not limited to – the items referred to in a) to i) above.

2.26. Evaluation of Tenders

2.26.1. All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), Nama Khoi

- 2.26.2. Points for price will be allocated in accordance with the formula stipulated in legislation above, 80/20 based on the sum of the prices in relation to the estimated quantities. Bids may be awarded to different tenderers. 20 Points will be awarded for BBBEE Status level.

2.27. Functionality Scoring

- 2.27.1. Bidders that are valid and responsive in terms of bid conditions will be evaluated for functionality on the following criteria:

Evaluation criteria & sub criteria		Max Score Values	Max Weight
1	Experience of Service Provider/ company in relation to the scope of work (Submit Reference Letters)		40
1.1	3 x Reference Letters	20	
1.2	2 x Reference Letters	15	
1.3	1 x Reference Letter	10	
1.4	None Provided	0	
2	Experience of Key Personnel in relation to the scope of work (Submit CV's, qualifications and experience)		60
2.1	Municipal Valuer (Professional Valuer) with 5 years experience	20	
2.2	Assistant Valuer (Professional Valuer) with 3 years experience	20	
2.3	GIS and Data Manager with 3 years experience	20	
2.4	Project Manager with 3 years experience	20	
2.5	None Provided	0	
TOTAL			100

- 2.27.2. No bid will be regarded as an responsive and acceptable bid if it fails to achieve the minimum qualifying score for functionality of 80 out of a maximum of 100.

- 2.27.3. Bidders must ensure that all the schedules and information is submitted with the bid to ensure optimal scoring for functionality.

- 2.27.4. Bidders that have achieved the minimum score will be evaluated further in terms of the preference point systems.

- 2.27.5. **The key personnel** schedule must be completed, identifying the proposed key personnel to be involved.

- (a) Names of Key Personnel
- (b) CV's of each
- (c) List of projects/tasks worked on for the last 5 years
- (d) Provide years of experience and indicate expertise of key personnel

- 2.27.6. **Previous experience and track record of bidder** - The schedule of previous contracts completed and reference letters need to be attached.

2.28. Local production and content

Not Applicable

2.29. COIDA

- 2.29.1. The Tender shall submit a Letter of Good Standing issued in terms of COIDA, confirming that the Tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

- 2.29.2. Tenderers must, within 7 days of being requested to do so submit Letter of Good Standing issued in terms of COIDA, confirming that the Tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

2.30. Negotiations with preferred bidders

2.30.1. The Municipal Manager (or his delegated authority) may authorise the negotiation of the final terms of a contract with tenderers identified through a competitive bidding process as preferred tenderer provided that such negotiation:

- (a) does not allow any preferred tenderer a second or unfair opportunity;
- (b) is not to the detriment of any other tenderer; and
- (c) does not lead to a higher price than the tender as submitted.

2.30.2. Minutes of such negotiations must be kept for record purposes.

2.30.3. If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, earlier negotiations may not be reopened by the Nama Khoi Municipality.

2.30.4. The provisions of clauses 2.30.1 to 2.30.3 shall apply to the invitation to negotiate of the next ranked tenderer, mutatis mutandis.

2.31. Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.31.1. Objections, complaints, queries and disputes

Persons aggrieved by decisions or actions taken by the Municipality in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or complaint or query or dispute against the decision or action.

2.31.2. Section 62 Appeals

- a) In terms of Section 62 of the Systems Act (Municipal Systems Act, Act 32 of 2000), a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal shall contain the following:
 - i. The reasons and/or grounds for the appeal;
 - ii. The way in which the appellant's rights have been affected;
 - iii. The remedy sought by the appellant.

3.32.1. Access to court

The clauses above do not influence any person's rights to approach the High Court at any time or their rights in terms of the Promotion of Administrative Justice Act, Act 3 of 2000 ('PAJA'), or the Promotion of Access to Information Act, Act 2 of 2000 ('PAIA').

2.32. Tacking action due to non-performance

Where the employer terminates the contract due to default of the contractor or supplier in whole or in part, the employer may decide may impose a restriction penalty on the contractor in terms of Section 13 of the Preferential Procurement Regulations on supplier or contractor.

2.33. Arithmetical errors, omissions and discrepancies

2.33.1. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

- 2.33.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers, for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or.
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 2.33.3. Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
- 2.33.4. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
 - b) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

2.34. Cancellation of bid/ contract

- 2.34.1. "With reference to Section 10(4) of the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, Act 5 of 2000, which makes provision for the cancellation and re-invitation of tenders, please be advised of the following:
- a) The tenderer confirms that he/she is aware of the suspensive condition that the tender amount as mentioned in the tender document is subject to availability of funds to cover the total envisaged expenditure for the tender in question; and
 - b) The tenderer further confirms that the Purchaser has the right to cancel the tender if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year;
 - c) The tenderer further confirms that if the tender is cancelled in terms of paragraph 1.2 supra he/she will not hold the Purchaser responsible for any loss or damages suffered by the tenderer due to the lodging of his/her tender.
- 2.34.2. Notwithstanding anything contained in this agreement, Nama Khoi Municipality reserves the right to terminate this contract by giving three (3) month's written notice to this effect."

2.35. Bid document to become contract

It is understood and agreed that a binding contract between the Service providers and Nama Khoi Municipality, upon the conditions expressly or by implication embodied in his tender, will come into existence immediately upon the signing of the tender or the posting of a letter addressed to the Service providers at the address given herein, notifying the Service provider of the acceptance by the Municipality of his tender. It is further understood and agreed that this tender shall remain valid for a period of 120 days after the closing date and it is agreed that this tender may not be withdrawn during this period.

(3). TENDER OFFER

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

- 3.1. I, _____ (duly authorised to represent the bidder for the purpose of this tender), hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to Nama Khoi Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document at the prices reflected in the *Contract Form/Price Schedule*.
- 3.2. The bidder agrees that:
- 3.2.1. the tender offer submitted shall remain valid, irrevocable and open for written acceptance by Nama Khoi Municipality for a period of 120 (one hundred and twenty) days from the closing date or for such extended period as may be applicable;
 - 3.2.2. the tender offer will not be withdrawn or amended during the aforesaid validity period;
 - 3.2.3. notwithstanding the above, the bidder may submit a written request to Nama Khoi Municipality after the closing date for permission to withdraw the tender offer. Such withdrawal will be permitted or refused at the sole discretion of the Nama Khoi Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in the written request for withdrawal;
 - 3.2.4. should the tender offer be withdrawn in contravention of 3.2.1 to 3.2.3 above, the bidder agrees that
 - (a) it shall be liable to Nama Khoi Municipality for any additional expense incurred by the Nama Khoi Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred by the invitation of new tenders and the subsequent acceptance of any other tender;
 - (b) Nama Khoi Municipality shall also have the right to recover such additional expenses by set-off against monies which may be due or become due to the bidder under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the bidder or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, Nama Khoi Municipality shall be entitled to retain such moneys, guarantee or deposit as security for any loss Nama Khoi Municipality may suffer due to such withdrawal.
- 3.3. The bidder agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the Supply Chain Management Policy ('SCM Policy').

Signature(s)

Print name(s):

On behalf of the bidder/ Contractor (duly authorised)

Date _____

(4). TENDER ACCEPTANCE

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

By signing this part of Offer and Acceptance, the Employer identified below accepts the offer of the Service Provider. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the offer of the Service Provider shall form an agreement between the Employer and the Service Provider upon the terms and conditions contained in this Agreement and in the Contract that is subject of this Agreement.

The terms of the contract, are contained in

Part B Schedules

Part C Pricing Data

Part D Agreement and Contract Data, *(which includes this Agreement)*

Part E Scope of Work

Part F Site Information and drawings and documents

Deviations from and amendments to the documents listed in the quotation data and any addenda thereto listed in the Service Provider schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Service Provider shall within 14 calendar days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the **Employer's agent** (whose details are given in the Bid document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement come into effect on the date when the Service Provider receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Service Provider within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

Signature(s)

Print name(s):

On behalf of Nama Khoi Municipality (duly authorised)

Date_____



(PART B) RETURNABLE DOCUMENTS AND SCHEDULES

1. INVITATION TO BID (MBD 1)
2. ORIGINAL TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)
3. PRICING SCHEDULE – FIRM PRICES (CONSTRUCTION WORKS) (MBD 3.1)
4. DECLARATION OF INTEREST – EMPLOYEES IN THE SERVICE OF THE STATE(MBD 4)
5. DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION (ALL TAXES INCLUDED) (MBD 5) - NOT APPLICABLE FOR THIS BID
6. PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)
7. LOCAL CONTENT (MBD 6.2) - NOT APPLICABLE FOR THIS BID
8. CONTRACT FORM – PURCHASES (MBD 7.1)
9. DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
10. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
11. DECLARATION ON STATE OF MUNICIPAL ACCOUNTS AT ALL MUNICIPALITIES (SCM 1)
12. AUTHORISATION FOR DEDUCTION OF MUNICIPAL SERVICES AND PAYMENTS OWED TO NAMA KHOI MUNICIPALITY (SCM 2)
13. CERTIFICATE OF AUTHORITY FOR INCORPORATED OR UNINCORPORATED JOINT VENTURE (JV), CONSORTIUMS AND PARTNERSHIPS
14. CONTRACT PRICE ADJUSTMENT - NOT APPLICABLE FOR THIS BID
15. SUPPLY CHAIN MANAGEMENT AND REGULATION 12 PREFERENTIAL PROCUREMENT REGULATIONS DECLARATION
16. RESOLUTION BY DIRECTOR/MEMBERS/TRUSTEES
17. GUARANTEE/PERFORMANCE SECURITY N/A
18. LIST OF AUTHORISED FINANCIAL INSTITUTIONS – CONTRACT SURETIES
19. CONFLICT OF INTEREST DECLARATION – GIFTS AND SPONSORSHIPS
20. LIST OF TOOLS AND EQUIPMENT
21. LIST OF PREVIOUS CONTRACTS COMPLETED
22. REGISTRATION OF CIDB
23. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT IN TERMS OF SECTION 37(2)
24. OCCUPATIONAL HEALTH AND SAFETY PLAN (MUST BE SUPPLIED WITHIN 14 DAYS OF APPOINTMENT)
25. CV OF KEY PERSONNEL
26. PRELIMINARY CONSTRUCTION PROGRAMME
27. LIST OF ALTERNATIVE OFFERS/ DEVIATIONS - NOT APPLICABLE FOR THIS BID
28. LETTER OF GOOD STANDING (COIDA)
29. PROOF OF INSURANCE OF WORKS (MUST BE SUPPLIED WITHIN 14 DAYS OF APPOINTMENT)
30. LETTER OF UNDERTAKING FROM SUPPLIER OF MATERIALS OR PROOF OF CREDIT OR FINANCIAL CAPABILITY OF PURCHASING MATERIALS
31. LIST OF OTHER DOCUMENTATION ATTACHED BY BIDDER

(1) INVITATION TO BID (MBD 1)

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
 BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

(2) TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

- 2.1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.2. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 2.7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 2.8. Nama Khoi Municipality reserves the right to check with SARS if a tax certificate is valid or not.
- 2.9. Attached original tax certificate to this returnable schedule.

(3) PRICING SCHEDULE – NON FIRM PRICES (PROCUREMENT OF SERVICES) (MBD 3.2)

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 5 September 2014 Closing Date: 22 September 2014 Closing Time: 10:00

- 3.1. Non - firm prices will be accepted.
- 3.2. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.3. Offer must be valid for **120 days** from the closing date of the bid.
- 3.4. The total bid price included taxes is: R _____
- 3.5. Does the offer comply with the specifications as required. **YES/NO.**
- 3.6. If not to specification, bid will not be accepted.

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

- 4.1. No bid will be accepted from persons in the service of the state*.
- 4.2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 4.3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 4.3.1 Full Name of enterprise:
- 4.3.2 Physical address of local office:
- 4.3.3 Identity Number if sole proprietor:.....
- 4.3.4 Company Registration Number:.....
- 4.3.5 Tax Reference Number:
- 4.3.6 VAT Registration Number, if any:.....
- 4.4. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 4.5. Are you presently in the service of the state **YES / NO** *

If so, furnish particulars.

- 4.6. Have you been in the service of the state for the past twelve months? **YES / NO**

* MSCM Regulations: "in the service of the state" means to be -

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

If so, furnish particulars.

- 4.7. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

If so, furnish particulars.

- 4.8. Are you, aware of any relationship (family, friend, other)between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

If so, furnish particulars.

- 4.9. Are any of the entity directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

4.10. Are any spouse, child or parent of the company’s directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

4.11. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this entity have any interest in any other related companies or business whether or not they are bidding for this contract . **YES / NO**

If so, furnish particulars.

4.12. Full details of all the directors / trustees / members / shareholders.

Full Name of sole proprietor, partner, director, Manager, principal shareholder or stakeholder or member	ID Number	Name of Organ of state	Income Tax Number (Compulsory)	State Employee Number	
				Current	Within past 12 months

Add list if this list is not sufficient.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME : _____

SIGNATURE : _____

DATE : _____

**(5) DECLARATION FOR PROCUREMENT / SERVICES ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED) (MBD 5)**

N/A

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

All procurement contracts expected to **exceed R10 million (all applicable taxes included)**, bidders must complete the following questionnaire and attached the necessary documentation:

5.1. Are you by law required to prepare annual financial statement for auditing? *YES / NO

5.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

5.2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO

5.2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

5.2.2 If yes, provide particulars

5.3. Has any contract been awarded to you by an organ of state during the past 5 (five) years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO

5.3.1 If yes, furnish particulars

5.4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic. *YES / NO

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME : _____ **DATE :** _____

SIGNATURE : _____

(6) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any

time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>	
DATE:
ADDRESS

Not applicable for this bid

(8) CONTRACT FORM – PROCUREMENT OF SERVICES (MBD 7.2)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I, _____, hereby undertake to supply all or any of the services described in the attached bidding documents to Nama Khoi Municipality in accordance with the requirements and specifications stipulated in bid number **BOD/NC062/14/2021-2022** at the price/s quoted. My offer remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) All other declarations part of the bid document
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM – PROCUREMENT OF SERVICES (MBD 7.2) CONTINUED

PART 2 COMPLETED BY NAMA KHOI MUNICIPALITY

TENDER NO: BOD/NC062/14/2021-2022

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

- I, _____ in my capacity as Municipal Manager or delegated official of Nama Khoi Municipality accept your bid under reference number **BOD/NC062/14/2021-2022** dated _____ for the supply of goods/services/works indicated hereunder and/or further specified in the annexure(s).
- An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	DESCRIPTION OF SERVICES	PRICE (VAT INCL) R	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
1.				N/A
	Sub - total (Excluding Taxes)			
	Taxes			
	Total (Included Taxes)			

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

DATE

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

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

- 9.1. This declaration is used by Nama Khoi Municipality in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 9.2. The bid of any bidder may be rejected if that bidder, or any of its directors have:
- (a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - (b) been convicted for fraud or corruption during the past five years;
 - (c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - (d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 9.3. Where the entity tendering is a partnership/consortium/joint venture, each party to the partnership/ consortium/ joint venture must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.
- 9.4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

9.4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.4.1	If so, furnish particulars:		
9.4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.5.1	If so, furnish particulars:		

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME : _____ **DATE :** _____

SIGNATURE : _____

(10) CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

I, _____, the undersigned, in submitting this bid, **Tender No.: BOD/NC062/14/2021-2022, Compilation and Maintenance of the valuation roll and supplementary valuation rolls as well as other valuation related services**, in response to the invitation for the bid made by Nama Khoi Municipality do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of Bidder)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

PRINT FULL NAME : _____ **DATE :** _____

SIGNATURE : _____

(11) DECLARATION ON THE STATE MUNICIPAL ACCOUNTS AT ALL THE MUNICIPALITIES OF THE BIDDER (SCM1)

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

- 11.1. The completion of this form is **COMPULSORY**. and failure to complete this form might result that this tender will not be considered.
- 11.2. The bidder:
- hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the tender of the bidder if any municipal rates and taxes or municipal service charges owed by the Bidder or any of its directors/members/partners to Nama Khoi Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
 - therefore hereby agrees and authorises the Nama Khoi Municipality to deduct the full amount outstanding by the bidder or any of its directors/members/partners from any payment due to the bidder; and
 - confirms the following information for the purpose of giving effect to b) above;
 - hereby certifies that the information set out in this schedule and/or attached thereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 14) in the following format;

Physical Business addresses of the Bidder	Municipality	Municipal Account Numbers

Attached certified copies of municipal accounts not older than 3 months.

- 11.3. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 14) of all its directors/ shareholders/ Managers/ Partners/Members etc.

Name of Director/ Member	ID Number	Physical Address	Municipality	Municipal Account Number

Attached certified copies of municipal accounts all directors or members not older than 3 months.

I/We declare that the abovementioned information is true and correct and that the above mentioned documents refer to in 11.2 and 11.3 are attached to this form:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____

DATE : _____

(12) CERTIFICATE OF AUTHORITY FOR INCORPORATED OR UNINCORPORATED JOINT VENTURE (JV), CONSORTIUMS AND PARTNERSHIPS

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

This returnable schedule is to be completed if the tender is submitted by a partnership/consortium/joint venture.

13.1. We, the undersigned, are submitting this tender offer as a partnership/consortium/joint venture and hereby authorise, Mr/Ms _____, of the authorised

entity _____,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/consortium/joint venture's behalf.

13.2. By signing this schedule the partners to the partnership/consortium/joint venture:

13.2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/ consortium/joint venture;

13.2.2 agree that Nama Khoi Municipality shall make all payments in terms of this Contract into the following bank account of the partnership/consortium/joint venture;

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____

13.2.3 agree that in the event that there is a change in the partnership/consortium/joint venture and/or should a dispute arise between the partnership/consortium/joint venture partners, that Nama Khoi Municipality shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as Nama Khoi Municipality is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/consortium/joint venture) notifying Nama Khoi Municipality of the details of the new bank account into which it is required to make payment.

13.2.4 agree that they shall be jointly and severally liable to Nama Khoi Municipality for the due and proper fulfilment by the successful bidder/supplier of its obligations in terms of the Contract as well as any damages suffered by Nama Khoi Municipality as a result of breach by the successful bidder/supplier. The partnership/consortium/joint venture partners hereby renounce the benefits of exclusion and division.

13.3. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

13.4. A **copy of the joint venture agreement/consortium/ partnership** must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

- a) the contributions of capital and equipment
- b) work items to be performed by the Affirmable Joint Venture Partner's own forces
- c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

- 13.5. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- 13.6. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned.
- 13.7. A letter/ notice of intention to formalise a **partnership/consortium/joint venture** once the contract has been awarded will not be considered.
- 13.8. Should any of the above not be complied with, the **partnership/consortium/joint venture** will be deemed null and void and will be considered non-responsive.
- 13.9. The **partnership/consortium/joint venture** must be registered with South African Revenue Services for VAT purposes in the event that the contract exceeds the registration threshold.
- 13.10. All the partners in a **partnership/consortium/joint venture** must provide a **original tax clearance certificate**.
- 13.11. The **partnership/consortium/joint venture** must provide consolidated BBBEE certificate

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/CONSORTIUM/JOINT VENTURE

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		

(13) SUPPLY CHAIN MANAGEMENT AND DECLARATION IN TERMS OF REGULATION 12 OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

in terms of SECTION 112(1) of the MUNICIPAL FINANCE MANAGEMENT ACT 2003 (ActNo. 56 of 2003) and in terms of CLAUSES 43 and 44 of the MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY

I, _____, the undersigned, warrants that I am duly authorized to act on behalf of the enterprise mentioned below and do hereby certify that, to the best of my personal knowledge, neither the enterprise nor any of its owners, directors, members or partners has—

- i) failed to pay any municipal rates and taxes or municipal service charges;
- ii) been in arrears with any municipal accounts with any municipality or municipal entity in the Republic of South Africa, for a period longer than 3 (three) months;
- iii) been convicted of fraud or corruption during the past 5 (five) years;
- iv) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- v) failed, during the past 5 (five) years, to perform satisfactory on a previous contract with the Municipality or any other organ of state after written notice was given to the enterprise that performance was unsatisfactory;
- vi) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past 5 (five) years;
- vii) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004);
- viii) been listed on National Treasury's database as a person or enterprise prohibited from doing business with the public sector;
- ix) any tax matters that is not cleared by the South African Revenue Services;
- x) been in the service of the state for the past 12 (twelve) months or is in the service of the state; or
- xi) been or is an advisor or consultant contracted with the Municipality.

Further to the above I, the undersigned, herewith disclose the particulars of any kinship (parent, brother, sister or child) with a person that is in the service of the state (see MBD 4), or has been in the service of the state in the previous twelve months of any of its owners, directors, members or partners: (Attached information)

- Full Name of that person:
- Identity Number of that person:
- Particulars of Employer:
- Capacity in which that person is in the service of the state
- Income tax Number

I acknowledge that any misrepresentation in respect of this certificate may be regarded as a reason to cancel the listing or bid as accredited prospective provider and any contract arising out of this information supplied.

All the information provided is true and correct.

The signatory to the tender document is duly authorised and documentary proof regarding any tender issue will when required, be submitted to the satisfaction of the municipality.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____

IDENTITY NUMBER: _____

(14)**RESOLUTION BY DIRECTOR/MEMBERS AND OTHER****NOTICE NO.: 31/2022****BID NUMBER: BOD/NC062/14/2021-2022****STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00****RESOLUTION for completion by Directors (if the bidder is a (Pty) Ltd or Ltd) or Members (if the bidder is a CC or other)**

NAME OF BIDDER: _____

Meeting held at _____ (place)

On _____ (date)

RESOLVED THAT:

16.1. The bidder submits a tender to Nama Khoi Municipality in respect of;

TENDER NO: BOD/NC062/14/2021-2022 COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS OTHER VALUATION RELATED SERVICES

16.2. Mr/Mrs/Ms _____, IDNo. _____ in

his/her capacity as _____, is hereby, authorised to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender to the Bidder,

and who will sign as follows: _____ **(SPECIMEN SIGNATURE)**

No.	Name	Capacity	Signature
1			
2			
3			
4			
5			

Note: The resolution must be signed by all the directors /members of the bidder. Should the space provided above not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

NOTICE NO.: 31/2022**BID NUMBER: BOD/NC062/14/2021-2022****STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00****GUARANTOR DETAILS AND DEFINITIONS****'Guarantor' means:** _____**Physical address:** _____**'Supplier/ Contractor' means:** _____**'Contract Sum' means:** The accepted amount inclusive of VAT of R _____**Amount in words:** _____**'Guaranteed Sum' means:** The maximum aggregate amount of R _____**Amount in words:** _____

17.1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

17.2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/ Performance Security until the termination of the contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.

17.3. The Guarantor hereby acknowledges that:

17.3.1 any reference in this Guarantee/Performance Security to 'Contract' is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation, or any intention whatsoever to create a surety ship;

17.3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.

17.4. Subject to the Guarantor's maximum liability referred to in 17.1, the Guarantor hereby undertakes to pay the Nama Khoi Municipality the sum certified upon receipt of the documents identified in 17.4.1 to 17.4.3:

17.4.1 A copy of a first written demand issued by the Nama Khoi Municipality to the Supplier stating that payment of a sum has not been made by the Supplier in terms of the Contract, and failing such payment within 7 (seven) calendar days, the Nama Khoi Municipality intends to call upon the Guarantor to make payment in terms of 17.4.2;

17.4.2 A first written demand issued by the Nama Khoi Municipality to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of 7 (seven) days has elapsed since the first written demand in terms of 17.4.1, and the sum has still not been paid;

- 17.4.3 A copy of the aforesaid invoice which entitles the Nama Khoi Municipality to receive payment, in terms of the Contract, of the sum referred to in 17.4.
- 17.5. Subject to the Guarantor's maximum liability referred to in 17.1, the Guarantor undertakes to pay to Nama Khoi Municipality the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from Nama Khoi Municipality to the Guarantor, at the Guarantor's physical address, calling up this Performance Guarantee, such demand stating that:
- 17.5.1 the Contract has been terminated due to the Supplier's default, and that this Guarantee/Performance Security is called up in terms of 17.5; or
- 17.5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier, and that the Guarantee/Performance Guarantee is called up in terms of 17.5; and
- 17.5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 17.6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 17.4 and 17.5 shall not exceed the Guarantor's maximum liability in terms of 17.1.
- 17.7. Where the Guarantor has made payment in terms of 17.5, Nama Khoi Municipality shall, upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended, and shall refund to the Guarantor any resulting surplus.
- 17.8. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear no interest from the date payment was made by the Guarantor to Nama Khoi Municipality until the date of refund.
- 17.9. Payment by the Guarantor in terms of 17.4 or 17.5 shall be made within 7 (seven) calendar days upon receipt of the first written demand to the Guarantor.
- 17.10. Payment by the Guarantor in terms of 17.5 will only be made against the return of the original Guarantee/Performance Security by Nama Khoi Municipality.
- 17.11. Nama Khoi Municipality shall have the absolute right to arrange its affairs with the Supplier in any manner that Nama Khoi Municipality may deem fit, and the Guarantor shall not have the right to claim his release from this Guarantee/Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
- 17.12. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 17.13. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 17.2, where after no claims will be considered by the Guarantor.
- 17.14. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 17.15. This Guarantee/Performance Security, with the required demand notices in terms of 17.4 or 17.5, shall be regarded as a liquid document for the purposes of obtaining a court order.

17.16. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act, Act 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

THUS DONE AND SIGNED at _____ on this ____ day of _____ 20____

Guarantor's signatory (1)

Capacity: _____

Guarantor's signatory (2)

Capacity: _____

Witness signatory (1)

Witness signatory (2)

NOTICE NO.: 31/2022**BID NUMBER: BOD/NC062/14/2021-2022****STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00**

18.1 The following financial institutions contract sureties will be accepted by Nama Khoi Municipality:

- 18.1.1 ABSA Bank Ltd.
- 18.1.2 Development Bank of Southern Africa
- 18.1.3 FirstRand Bank Ltd.
- 18.1.4 Gensec Bank Ltd.
- 18.1.5 Industrial Development Corporation of South Africa
- 18.1.6 Infrastructure Finance Corporation
- 18.1.7 Investec Bank Ltd.
- 18.1.8 Land & Agricultural Bank of SA
- 18.1.9 Mercantile Bank Ltd.
- 18.1.10 Nedbank Ltd.
- 18.1.11 Standard Bank of SA Ltd.
- 18.1.12 Barclays Bank plc.
- 18.1.13 Citibank n.a.
- 18.1.14 Commerzbank Aktiengesellschaft
- 18.1.15 Credit Agricole Corporate and Investment Bank
- 18.1.16 Deutsche Bank AG
- 18.1.17 JP Morgan Chase Bank
- 18.1.18 SocieteGenerale
- 18.1.19 Standard Chartered Bank
- 18.1.20 ABSA Insurance
- 18.1.21 AIG South Africa
- 18.1.22 Auto & General
- 18.1.23 Cofaces.a.
- 18.1.24 Compass Insurance Co.
- 18.1.25 Constantia Insurance Co.
- 18.1.26 Credit Guarantee Insurance Co.
- 18.1.27 Etana Insurance Company Ltd.
- 18.1.28 Guardrisk Insurance Co.
- 18.1.29 Home Loan Guarantee Co.
- 18.1.30 Lion of Africa Insurance Co.
- 18.1.31 Lombard Insurance
- 18.1.32 Mutual & Federal Insurance Co.
- 18.1.33 New National Assurance Co.
- 18.1.34 Regent Insurance Co.
- 18.1.35 Renasa Insurance Company Ltd.
- 18.1.36 Zurich Insurance Co.

(17) CONFLICT OF INTEREST DECLARATION – GIFTS AND SPONSORSHIPS

19.1. The bidder shall declare whether it has any conflict of interest in the transaction for which the tender is submitted.

(Mark the appropriate box with 'X'.)

YES	NO
-----	----

If yes, the bidder is required to set out the particulars in the table below:

19.2. The bidder shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- (a) any inducement or reward in connection with the award of this contract; or
- (b) any reward, gift, favour or hospitality to any official or any other role player involved in them implementation of the supply chain management policy.

(Mark the appropriate box with 'X'.)

YES	NO
-----	----

If yes, the bidder is required to set out the particulars in the table below:

19.3. Should the bidder be aware of any corrupt or fraudulent transactions relating to the procurement process of Nama Khoi Municipality, please contact or inform the Municipality.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) cancellation of contract.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____

(18) LIST OF PREVIOUS CONTRACTS COMPLETED

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

21.1 Bidders shall append to this schedule a list of the previous 5 years of contracts completed in the public sector.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity		Title of contract	Value of contract for service incl VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Complete the record or attach the required information in the prescribed tabulation.

(19) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT IN TERMS OF SEC 37(2)

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

AGREEMENT IN TERMS OF SECTION 37(2) ENTERED INTO BETWEEN NAMA KHOI MUNICIPALITY

(hereinafter referred to as the "Employer")

And

(being the supplier and hereinafter referred to as the "Mandatory")
in respect of

TENDER NUMBER: BOD/NC062/14/2021-2022

(hereinafter referred to as the "work")

WHEREAS:

- 23.1 Section 37(1) of the *Occupational Health and Safety Act No 85 of 1993*, as amended (the Act) provides that an employer shall be liable to be convicted and sentenced in respect of an act or omission by its mandatory or employee;
- 23.2 the supplier, appointed by the Employer to do work (as contemplated in the Act) is also liable in terms of Section 37(3) (and in his own right as employer) to comply with the provisions of the Act applicable to his employees and mandatory's;
- 23.3 Section 37(2) of the Act, limits the Employer's liability in terms of Section 37(1) if the Employer and Mandatory have agreed in writing to the arrangements and procedures between them to ensure compliance by the Mandatory;

ACCORDINGLY, the Employer and Mandatory, hereby agree as follows:

- 23.4 The Mandatory hereby accepts responsibility for compliance with the Act in respect of the work, in terms of Section 37(2) of the Act.
- 23.5 The Mandatory hereby indemnifies the Employer against patrimonial loss/damages which the Employer may suffer as a direct result of any claims and/or steps that may be instituted against the Employer due to non-compliance by, the Mandatory (or employees and mandataries of the Mandatory) with the provisions of the Act.
- 23.6 Without limitation to the aforesaid indemnity the Employer and Mandatory agree to the following arrangements and procedures to ensure compliance by the Mandatory with the provisions of the Act:
 - 23.6.1 The Mandatory warrants that he has read and fully understands the requirements of the above Act and the applicable regulations and has allowed for all costs to be incurred to ensure such compliance.
 - 23.6.2 The Mandatory has prepared and attached hereto a **Health and Safety Plan (Schedule 24)** which has been agreed between the parties to be appropriate for the work.

- 23.7 The Mandatary is required to ensure that all sub-contractors and other persons engaged in the execution of the work, also comply with the requirements of the Act.
- 23.8 The Mandatary, undertakes to inform the Employer immediately should the Mandatary at any time during the execution of the work find that: **TENDER NO: BOD/NC062/14/2021-2022**
- 23.8.1 he cannot comply with the provisions of the Act; and/or
- 23.8.2 the afore-mentioned indemnity; and/or
- 23.8.3 he is unable to perform in accordance with this agreement or the Health and Safety Plan; and/or
- 23.8.4 his compliance with the Act and this agreement be detrimentally affected in any manner;
- 23.8.5 the Mandatary shall liaise with the Employer, who shall be entitled in its sole discretion to agree to release the Mandatary from the provisions of this agreement and/or the indemnity granted by the Mandatary herein and/or to agree to amendment of the provisions of this agreement, subject to such conditions which the Employer may elect to impose.
- 23.9 The Mandatary hereby appoints Mr/Ms/Mrs. _____ as its representative and the responsible person for the duration of the Contract.
- 23.10 Mandatary's Registration number with Compensation Commissioner: . _____
A certified copy of a valid **Letter of Good Standing** issued by the Compensation Commissioner, or proof of insurance with a licensed compensation insurer from either the tenderer's broker, or the insurance company itself shall be attached to **Schedule 28**.
- 23.11 In the event that the Mandatary is not registered with the Compensation Commission, it is required to register with the Department of Labour within a period of one month from the commencement date, and submit proof of such registration to the Employer.
- 23.12 Nama Khoi Municipality's representative or agent is the Safety Officer

THUS DONE AND SIGNED at _____ on this ____ day of _____ 20__

PRINCIPAL

(For and on behalf of Nama Khoi Municipality)

THUS DONE AND SIGNED at _____ on this ____ day of _____ 20__

MANDATARY

(Supplier/ Contractor)

(20) OCCUPATIONAL HEALTH AND SAFETY PLAN

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

24.1. Not Applicable

(21) CV OF KEY PERSONNEL

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

25.1. Bidders shall append to this schedule a copy of CV's and qualifications of all key personnel.

(22) LIST OF ALTERNATIVE OFFERS/ DEVIATIONS

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

N/A

(23) LETTER OF GOOD STANDING (COIDA)

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

- 28.1 Bidders shall append to this schedule a certified copy of COIDA registration at the Department of Labour.

(24) PROOF OF INSURANCE OF WORKS

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

29.1. Not Applicable

(25) LIST OF OTHER DOCUMENTATION ATTACHED BY BIDDER

31.1. The bidder has attached to this schedule the following additional documentation

No.	Date of document	Title or description of document
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

24.2 Attached additional pages if more space is required.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____



(PART C) PRICING DATA

- 1. PRICING INSTRUCTIONS**
- 2. PRICING SCHEDULE/ BILL OF QUANTITIES**

(1) PRICING INSTRUCTIONS

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

- 1.1 The activity schedule must be read in conjunction with the conditions of the tender, conditions of contract and scope of works. Detailed descriptions of the activities to be priced are provided in the scope of work.
- 1.2 All the prices shall be tendered excluding VAT but including customs or excise duty and any other duty, levy, or other applicable tax.
- 1.3 All prices shall be tendered in accordance with the units specified in this schedule.
- 1.4 All prices tendered must include all expenses, disbursements and costs (transport, overheads etc) that may be incurred in the execution of this contract and shall cover all the general risks, liabilities and obligations set implicitly in the contract.
- 1.5 Prices tendered shall be subject to an adjustment in accordance with Prices/Price Adjustment – Clause 17 of the GCC.
- 1.6 Council reserves the right to amend incorrect calculations in the bid.
- 1.7 A line shall then be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the bidder shall be placed next to the correction.

(2) PRICING SCHEDULE

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

- 2.1. Attached find bill of quantities.
- 2.2. The quantities in this schedule is only estimated quantities and Nama Khoi municipality reserved the right to order less than the estimated quantities depending on the budget or financing available
- 2.3. The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct and there was no collusion with other bidders.

Person authorised to sign tender:

FULL NAME: _____

SIGNATURE: _____

DATE: _____



(PART D) AGREEMENTS AND CONTRACT DATA

1. GENERAL CONDITIONS OF CONTRACT (GCC)
2. SPECIAL CONDITIONS OF CONTRACT (SCC)

(1) GENERAL CONDITIONS OF CONTRACT (GCC)

adopted from National Treasury

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

1.1. Definitions

The following terms shall be interpreted as indicated:

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

practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.1.14 “GCC” mean the General Conditions of Contract.

1.1.15 “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

1.1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

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

1.1.19 “Order” means an official written order issued for the supply of goods or works or the procuring of a service.

1.1.20 “Project site” where applicable, means the place indicated in bidding documents.

1.1.21 “Purchaser” means the organization purchasing the goods.

1.1.22 “Republic” means the Republic of South Africa.

1.1.23 “SCC” means the Special Conditions of Contract.

1.1.24 “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.

1.1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1.2. Application

1.2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

1.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

1.2.3 Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

1.3. General

- 1.3.1 Unless otherwise indicated in the bidding documents, the purchase shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 1.3.2 With certain exceptions, invitations for 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.

1.4. Standards

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

1.5. Use of contracts documents and information

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

1.6. Patent rights

- 1.6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

1.7. Performance Security

- 1.7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in GCC.
- 1.7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contracts.
- 1.7.3 The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser and shall be in one of the following:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or broad, 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

- 1.7.4 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.

1.8. Inspections, tests and analyses

- 1.8.1 All pre-bidding testing will be for the account of the bidder.
- 1.8.2 If it is a bid condition that supplies to be produced or services to be procured 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.
- 1.8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payments arrangements with the testing authority concerned.
- 1.8.4 If the inspection, test and analyses referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.5 Where the supplies or services referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.6 Supplies and services, which are, referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7 Any contract 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 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 purchase 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.
- 1.8.8 The provisions of clauses 1.8.4 to 1.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 1.23 of GCC.

1.9. Packing

- 1.9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitations during transit, and open storage. Packing,

case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 1.9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

1.10. Delivery and documents

- 1.10.1 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.

1.11. Insurance

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

1.12. Transportation

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

1.13. Incidental services

- 1.13.1 The supplier may be required to provide any or all of the following services, including additional services, if any 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.

- 1.13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

1.14. Spare parts

- 1.14.1 As specified 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.

1.15. Warranty

- 1.15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 1.15.2 This warranty shall remain valid 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.
- 1.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4 Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.
- 1.15.5 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.

1.16. Payment

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

1.17. Prices

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

1.18. Contract Amendments

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

1.19. Assignment

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

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

- 1.21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 1.21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 1.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 1.21.4 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.
- 1.21.5 Except as provided under GCC clause 1.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 1.22, unless an extension of time is agreed upon pursuant to GCC clause 1.21.2 without the application of penalties.
- 1.21.6 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.

1.22. Penalties

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

1.23. Termination for default

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

1.24. Anti-dumping and countervailing duties and rights

- 1.24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

1.25. Force Majeure

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

1.26. Termination for insolvency

- 1.26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

1.27. Settlement of Disputes

- 1.27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 1.27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 1.27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.
- 1.27.5 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.

1.28. Limitation of liability

- 1.28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 1.6;
- (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 or 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.

1.29. Governing language

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

1.30. Applicable law

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

1.31. Notices

- 1.31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

- 1.31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

1.32. Taxes and duties

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

(2). SPECIAL CONDITIONS OF CONTRACT (SCC)

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

2.1 These Special Conditions Of Contract (SCC) supplement and must be read with the corresponding provisions of the General Conditions of Contract (GCC) issued by the National Treasury.

2.2 The bid and all contracts emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulations. The other Special Conditions of Contract are supplementary to that of the GCC. Where, however, the Special Conditions of Contract are in conflict with the GCC, the Special Conditions of Contract will prevail.

2.3 Definitions and Interpretation:

In this Contract, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

2.3.1. "**Annexes**" means the annexes attached to this Contract, as amended from time to time;

2.3.2. "**Authorised Representative/s**" means person/s authorised by each of Nama Khoi municipality and the Supplier in writing which shall include authorised persons to whom their roles have been delegated and regarding which the relevant Party has advised the other Party in writing;

2.3.3. "**Business Day**" means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;

2.3.4. "**Nama Khoi Municipality**" means the Municipality, a B municipality, established in terms of Local Government: Municipal Structures Act 117 of 2003;

2.3.5. "**Nama Khoi Municipality's Supply Chain Management Policy**" means the set of policy statements issued by the Nama Khoi Municipality's Supply Chain Management Department by which any procurement by the Nama Khoi Municipality is regulated as amended from time to time and of which the last issued version always applies.

2.3.6. "**Consents**" mean all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions and licences, required to be issued by any Responsible Authority in connection with the performance of any of the Services;

2.3.7. "**Contingencies**" means the discretionary amounts which may be paid by the Nama Khoi Municipality in respect of costs which were not specifically provided for in the Price Schedule but which may arise in the implementation of this Contract, the total of which amounts shall be 15% of the sum of the Initial Total Contract Price and Provisions;

2.3.8. "**Contract**" means this Contract, the Annexes, the tender document, schedules and all other documents which are stated in this Contract to form part of this Contract, as amended from time to time by agreement and through Service Notices and Protocols;

2.3.9. "**Day**" means a calendar day i.e. any day as ordinarily understood, including Saturdays, Sundays and gazetted national public holidays in the Republic of South Africa;

- 2.3.10. "**Event of Force Majeure**" means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes, lock-outs or other labour disputes (excluding any blockade, embargo, strike, lockout or other labour dispute involving Personnel and engaged upon by such employees or subcontractors for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between the Personnel on one side and the employer on the other), sanctions, epidemics, act of any Government, compliance with new law or regulations not in existence at the time of the publication of the Tender or lawful demands of any Government or Governmental agency in terms of such law or regulations;
- 2.3.11. "**Expiry Date**" means the date, or such later date, as agreed by the Parties, subject to such later date not extending beyond the 5th anniversary of the Commencement Date;
- 2.3.12. "**GCC**" means the Government Procurement: General Conditions of Contract issued by the National Treasury provided by the Nama Khoi Municipality as **schedule 27** of the Tender Documents.
- 2.3.13. "**Intellectual Property**" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in data-bases, moral rights, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, particulars of passengers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
- 2.3.14. "**Invoice**" means a valid tax invoice, in a form to be agreed between the Parties before the Commencement Date;
- 2.3.15. "**Parties**" means the parties to this Contract, being the Nama Khoi Municipality and the supplier;
- 2.3.16. "**Penalties**" means the amounts to be deducted from payments
- 2.3.17. "**Price Schedule**" means the bill of quantities and rates, as contained in Part 7, for each function to be performed, as accepted by the Nama Khoi Municipality at the Commencement Date, and which may be adjusted by agreement to reflect cost implications, if any, of variation orders and any other changes to the goods;
- 2.3.18. "**Prime Rate**" means the rate of interest (nominal annual compounded Monthly in arrears) from time to time published by the Nama Khoi Municipality's designated bank as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the prime rate at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of manifest or clerical error, be final and binding on the Parties);
- 2.3.19. "**Provisions**" means the provisional amounts, as listed in the Price Schedule. which may become payable by the Nama Khoi Municipality;
- 2.3.20. "**Responsible Authority**" means any ministry, any minister, any organ of State, any official in the public administration or any other Governmental or regulatory department, commission, institution, entity, service utility, board, agency or authority (in each case, whether National,

Provincial or Municipal) or any court, each having jurisdiction over the matter in question, but excluding for all purposes the Nama Khoi Municipality;

2.3.21. "**Signature Date**" means the latest of the dates on which this Contract (or any counterpart) was signed by any Party;

2.3.22. "**Tender**" means this tender number **BOD/NC062/14/2021-2022**

2.3.23. "**Tender Documents**" means all the documents pertaining to the Tender which were provided by the Nama Khoi Municipality to supplier prior to the award of the Tender;

2.3.24. "**Termination Date**" means the date upon which this Contract terminates, whether on the Expiry Date or earlier, as provided in this Contract;

2.3.25. "**VAT**" means value-added tax levied in terms of the Value-added Tax Act 89 of 1991, as amended;

2.4 In this Contract:

2.4.1. unless expressly stated to the contrary, where the Parties are required to "**accept**", "**agree**", "**notify**" or "**approve**", they shall do so in writing, and for this purpose, writing shall include telefax, email or cellular phone-based short message services, and "**agreement**", "**notification**" and "**approval**" shall have similar meanings, and, in addition, any notifications shall be made in accordance with clause 31 of the GCC;

2.4.2. unless expressly stated to the contrary, where a Party's decision or act is in the discretion of that Party, it shall mean that Party's sole and unfettered discretion;

2.4.3. references to a statutory provision include any subordinate legislation made from time to time under that provision and include that statutory provision (including subordinate legislation) as modified or re-enacted from time to time;

2.4.4. words importing the masculine gender include the feminine and neuter genders and vice versa, the singular includes the plural and vice versa, and natural persons include artificial persons and vice versa, unless inconsistent with the context in which such words appear;

2.4.5. references to a "**person**" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;

2.4.6. references to a "**subsidiary**" or a "**holding company**" shall be references to a subsidiary or holding company as defined in the Companies Act 71 of 2008;

2.4.7. if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;

2.4.8. any definition, wherever it appears in this Contract, shall bear the same meaning and apply throughout this Contract unless otherwise stated or inconsistent with the context in which it appears;

2.4.9. if there is any conflict between any definitions in this Contract then, for purposes of interpreting any clause of the Contract or paragraph of any Annexure, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Contract;

- 2.4.10. where any number of Days is prescribed, those Days shall be counted exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day, unless inconsistent with the context in which it appears;
- 2.4.11. where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day, unless inconsistent with the context in which it appears;
- 2.4.12. any provision in this Contract which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Contract shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. *pro non scripto*) and severed from the balance of this Contract, without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of such provision in any other jurisdiction;
- 2.4.13. the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;
- 2.4.14. references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;
- 2.4.15. the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis* rule) shall not apply, and whenever the word "*including*" or "*such as*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- 2.4.16. The expiration or termination of this Contract shall not affect such of the provisions of this Contract which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- 2.4.17. Each of the provisions of this Contract has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Contract (i.e. the *contra proferentem* rule), shall not apply

2.5 Special Conditions:

2.5.1. Standards

Failure to comply with the bid conditions, standards and Specification as set out in the tender document shall constitute a material breach of this Contract, in which case the Nama Khoi Municipality reserves the right to cancel the Contract.

2.5.2. Insurance – Clause 1.11 of the GCC

Without limiting the obligations of the contractor in terms of the contract, the contractor shall effect and maintain the following insurances:

At least R 5 million on public indemnity insurance and fidelity insurance on the contract or any other acceptable risk cover on agreement with the municipality.

2.5.3. Payment – Clause 1.16 of the GCC

A monthly payment cycle will be the norm. All invoices received for goods and services which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The actual payment run dates will be dependent on the number of days in the month and the influence of public holidays.

2.5.4. Prices/Price Adjustment – Clause 17 of the GCC

The prices must remain Firm for the first twelve (12) months of the contract period, thereafter prices may be requested to be varied based on the Consumer Price Index. Notwithstanding the aforementioned, all prices during the contract period may only be adjusted once every 12 months. Service providers must submit supporting documentation when applying for a price increase together with detailed calculations of how their proposed new price was determined. Prices will not be automatically adjusted, all requests must be forwarded to Municipal Manager for approval.

Service providers must note that 10% of the contract price must remain firm. The base month for the contract price adjustment will be the commencement of the contract period.

When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall together with detailed calculations of how the new price is determined, for the purpose of this clause, not be regarded as a valid claim.

Nama Khoi Municipality reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the municipality within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

2.5.5. Purchase Orders

Nama Khoi Municipality will issue official purchase orders for the goods required under this Contract. No work should be undertaken without an official purchase order that is addressed to the successful tenderer. The relevant purchase order number must be reflected on every invoice. No payments will be processed without an official purchase order.

2.5.6. Limitation of Liability- Clause 1.28 of GCC

Without detracting from, and in addition to, any of the other indemnities in this Contract, the supplier shall be solely liable for and hereby indemnifies and holds the municipality harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to the property of any individual;
arising from, out of, or in connection with the provision by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the municipality.

The supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the municipality for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damage, injury or death is caused through the negligence of the municipality or its agents or employees.

Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever (whether the loss was actually foreseen or reasonably foreseeable) sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

2.5.7. Notices – Clause 1.31 of the GCC

Nama Khoi Municipality will inform a successful tenderer in writing of the award. No rights accrue to the successful tenderer until such time as the acceptance part of the Form of Offer and Acceptance has been signed by Nama Khoi Municipality. Nama Khoi Municipality will provide a signed copy of the Form of Offer and Acceptance upon request by the supplier.

2.5.8. Value Added Tax – Clause 1.32 of the GCC

Where a supplier, in the course of carrying on business, delivers taxable supplies exceeding R1 million, the supplier must be registered with the South African Revenue Service for value added tax (VAT) purposes. The supplier's attention is drawn to section 23 of the Value Added Tax Act, Act 89 of 1991. Failure to comply with Act 89 of 1991 shall constitute a material breach of the Contract.

It is a requirement of this Contract that the amount of VAT must be shown clearly on each invoice. The supplier's attention is drawn to section 40 of the Value Added Tax Act, Act 89 of 1991. The VAT registration number of Nama Khoi Municipality is **4890198585**.



(PART E) TERMS OF REFERENCE

1. SERVICES PROCUREMENT – SPECIFICATIONS

SERVICE PROCUREMENT - SPECIFICATIONS

NOTICE NO.: 31/2022
BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

1. DEFENITIONS

In this document, except if the context indicates otherwise-

- 1.1 **“Category of property “** means a category of property as envisaged in terms of section 8 of the MPRA and adopted by Nama Khoi Municipality for the levying of rates which must be applied to each property in the valuation roll.
- 1.2 **“Computer assisted mass appraisal (CAMA)”** means a system and technique use in valuating property, which incorporates computer – assisted statistical analyses such as multiple regression analysis and adaptive estimation procedure to assist the Municipal Valuer in estimating values.
- 1.3 **“Certified valuation roll”** means the final valuation roll certified by the municipal valuer after a general valuation or supplementary valuation.
- 1.4 **“Data and Information”** means data collection field sheets, valuations, calculations, photographs, spreadsheets, databases, files, maps, market reports, sales analysis, sale and rental records, MPRA training guides, aerial photos, satellite imagery, GIS Valuation roll cadastral property register and systems, whether electronic or a hard copy.
- 1.5 **“Geographical Information Systems (GIS) “** means a database management system used to store, retrieve, manipulate, analyses and display spatial information and a computerize mapping system capable of integrating spatial data (land information) and attribute data among different layers on a base map.
- 1.6 **“MPRA”** means the Municipal Property Rates Act, (Act No.6 of 2004)
- 1.7 **“Municipal Valuer”** means the Municipal Valuer as per section 33 (2) of the MPRA
- 1.8 **“Service Provider”** includes employees, agents and sub-consultants
- 1.9 **“Date of Valuation”** shall mean the Date of Valuation as determined by municipality in terms of the Act

2 INTRODUCTION AND SCOPE

Nama Khoi Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation of a valuation roll and first supplementary valuation roll after the general valuation roll in terms of the Act, for the areas within the municipal jurisdiction. The scope includes categories of properties in the jurisdiction of Nama Khoi Municipality.

Bid will be for the general valuation roll from 2022-2027 and first supplementary valuation roll 2023 and will not exceed five financial years.

3. PROJECT OBJECTIVE

The objective of the project is to appoint a service provider to-

- 3.1 create a valuation roll management system
- 3.2 create a property register
- 3.3 undertake a general valuation

- 3.4 undertake supplementary rolls
- 3.5 assist with the resolution of appeals
- 3.6 undertake valuation roll maintenance
- 3.7 valuation of investment property on a yearly basis
- 3.8 create rentals and sales valuations

4. ADDED SERVICES

The service provider may be required to undertake valuations for purpose other than for rating purpose. The municipality is not obliged to use the service provider and is entitled to use other resources for added services.

5. INFORMATION PROVIDED BY THE MUNICIPALITY IN SUPPORT OF THE BID PRICING

- 5.1 The current valuation roll is valid until 30 June 2023 with a general valuation having been undertaken and a valuation roll submitted on 01 July 2023. During the period of validity, four (4) supplementary valuation rolls were produced in 2026/2027.
- 5.2 The municipality will provide information on data availability and confidence levels to assist with the bidding price.
- 5.3 The estimated number of properties will be provided and inserted into the pricing schedule. If no quantities is provided the bidder must still inset a bid unit price (VAT inclusive)
- 5.4 The municipality will provide the following information to the bidders on request:
 - a) An electronic extract of the current general valuation roll and supplementary valuation rolls
 - b) An electronic extract of the billing system data used for levying rates on the current general valuation roll;
 - c) Property count by category of property and property use codes

6. PROJECT START DATE

It is envisaged that the successful service provider will need to be ready to assume work immediately after the signing of the contract.

7. COMPULSORY HUMAN RESOURCES, SYSTEMS AND DOCUMENTS REQUIRED TO QUALIFY AS SERVICE PROVIDER

7.1 The Service Provider must provide the following human resources:

- a) A Municipal Valuer with at least 5 years of experience in performing the functions of a Municipal Valuer as contemplated in section 34 of the MPRA, who is registered as a Professional Valuer with the South African Council for the Property Valuers Profession in terms of the Property Valuers Profession Act, 2000 (Act No.47 of 2000);
- b) An Assistant Valuer with at least 3 years of experience who is registered as a Professional Valuer, Professional Associate Valuer or Candidate with the South African Council for the Property Valuers Profession in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000);
- c) A GIS and Data Manager with at least 3 years experience in GIS and data management;

- d) A Project Manager with at least 3 years experience in project management;
- e) Data collectors; and
- f) Data capturers

7.2 The service Provider must provide a valuation roll management system which complies with the specifications in clause 10.

7.3 The Service Provider must complete all the Bid documentation and submit all the documents required in terms thereof.

8. VERIFICATION OF MUNICIPAL VALUER AND ASSISTANT MUNICIPAL VALUERS

The Municipality may verify the qualifications, registration and experience of the nominated Municipal Valuer, Assistant Valuer, GIS and Data Manager and Project Manager.

9. DATA RELATING TO COMPILATION OF THE VALUATION ROLL

9.1 Nama Khoi Municipality will specify which of the data it will make available to the bidders and what data it requires.

9.2 Bidder to obtain at their own cost

9.3 The following table presents the responsibility of bidder and municipality

No	FUNCTION	MUNICIPALITY	BIDDER TO PROVIDE
9.3.1	Aerial photographs / satellite imagery		x
9.3.2	Building plans	X	
9.3.3	Bulk deeds download at commencement date		X
9.3.4	Cadastre	X	
9.3.5	Copies of all offers received to purchase and / or lease municipal properties	X	
9.3.6	Copies of all sales / rental agreements relating to properties sold by the municipality whether registered or not	X	
9.3.7	Copies of all consent use applications received, approved or declined	X	
9.3.8	Copies of all consent use applications, rezoning, consolidations, notarial ties submitted to municipality	X	
9.3.9	Copies of all approvals and / or rejections by municipality of the above	X	
9.3.10	Copies of all policy decisions relating to immovable property within the municipality	X	
9.3.11	Copies of water and electricity deposits relating to immovable property within the municipality	X	
9.3.12	Development Plan	X	
9.3.13	Geographic Information System	X	
9.3.14	Monthly Clearance Certificate	X	
9.3.15	Monthly deeds downloads	X	
9.3.16	Monuments and heritage assets declared from time to time	X	
9.3.17	Occupation Certificates where available	X	
9.3.18	Planned roads and other municipal infrastructure	X	
	Report on properties affected by environmental restraints or		

9.3.19	subjected to enormous environmental impact assessment requirements	X	
9.3.20	Town planning scheme	X	
9.3.21	With each approved subdivision, consolidation and or Township Proclamation or opening of a Township Register, Copy of Proclamation Notice, Amendment scheme and Service Agreement	X	
9.3.22	Municipal boundaries as verified by Demarcation Board		X
9.3.23	General market reports		X

10. VALUATION STANDARDS, QUALITY ASSURANCE AND MONITORING

10.1 Steering Committee

The Service Provider must attend a monthly steering committee meeting to report on progress.

10.2 Best practice

The Service Provider must follow best practice in terms of the International Valuation Standards (IVS) on valuations and the International Association of Assessing Officers (IAAO) on mass valuation guidelines to ensure quality is maintained.

10.3 Data Collection

- a) A data collector must undergo training in data collection and property inspection routines and obtain a pass rate of at least 60% in a proficiency test approved by the Municipal Valuer, in order to be eligible for designation as a data collector in terms of section 36(2) of the MPRA.
- b) Data can only be collected by designated data collectors who must record data on the approved data collection forms and in accordance with the approved data collection manuals. The data collector must record their full name or data collector code in the data collection form.
- c) Data collected must be subjected to quality assurance by an assigned data collector supervisor who must review at least 10% of the properties within a batch by category of property.
- d) A batch size may not be more than 200 properties.
- e) The methods and definitions employed to collect data contained in the data collection manuals must be used in the quality assurance process to verify the correctness of the data eg. If digitized aerial photography has been used to determine building area then this must be used in the quality assurance process.
- f) Measures of data quality will be against-
 - (i) Administrative data of property and ownership;
 - (ii) Category of property; and
 - (iii) Building and land data.
- g) The quality assurance process must compare the original data collected against the quality assurance data collected to identify errors and missing data.
- h) An individual data collection form fails when more than 15% of the critical value forming fields identified by the Municipal Valuer of data collection manuals are missing or incorrect.

- i) If after quality assurance more than 30% fail then the entire batch must be recollected with quality assurance starting from the beginning.
- j) Missing or errors in data must be corrected on the data collection form.
- k) Data collectors who after ongoing training, continually produce data collection errors must have their designation withdrawn by the Municipal Valuer.

10.4 Data Capture

- a) Data must be captured by batch per data collection form and the data capturer must record their full name or data capturer code on the data collection form.
- b) Data captured must be reviewed for capture errors by checking at least 10% of the data collections forms captured by batch.
- c) By comparing the data captured on the system to the original data recorded on the hard copy data collection form.
- d) A data capture form will fail when more than 15% of the critical value forming fields identified by the Municipal Valuer in the data collection manuals are missing or incorrect.
- e) All missing data or errors identified must be corrected and updated to the valuation roll management system.
- f) If after quality assurance, more than 30% of the 10% of the data capture forms of a batch have been checked for quality assurance fail, the entire batch must be recaptured and the quality assurance process must be repeated.

10.5 Maintaining quality and accuracy

Valuation quality and accuracy must be maintained by-

- a) Undertaking a sales review;
- b) Undertaking a value review;
- c) Observing the International Valuation Standards (IVS);
- d) Observing the standards of the International Association of Assessing Officers (IAAO); and
- e) Applying sales ratio studies to identify value consistency and uniformity.

11. VALUATION ROLL MANAGEMENT SYSTEM

11.1 Introduction

A valuation roll management system (VRMS) is software which assists a municipality with the production of the property register, the production of valuation rolls, the management of property data, sales data, valuation data and the resolution of objections and appeals. A valuation roll management system must comply with the requirements of the MPRA and must support the creation, editing, updating, deletion,

storage and search of data. A valuation roll management system must have the ability to export and import data, to record changes and to produce audit reports.

11.2 Compliance of the valuation roll management system (VRMS) with the MPRA

The valuation roll management system must comply with the provisions of the MPRA.

11.3 Compatibility with municipal GIS system

The valuation roll management system must be compatible with the Municipality's GIS system.

11.4 Compatibility with municipal financial system

The valuation roll management system must be compatible with Promun and the service provider must demonstrate the interface and compatibility prior to appointment.

11.5 Storage and maintenance of data

The valuation roll management system must be able to store data and must be able to create, read, update, delete and search entries with a full history of any changes for audit purpose. The valuation roll management system must be able to store electronic files against a property shown in the valuation roll.

11.6 Recording of objections and appeals

The valuation roll management system must be capable of recording and tracking objections and appeals lodged in terms of the MPRA.

11.7 Reporting functionality

The valuation system must be capable of producing and extracting the following reports and information:

- a) Extract of the valuation roll;
- b) Extract of all valuation roll data per property type;
- c) Report of property count per category with market value summary;
- d) Report by exception on missing information;
- e) Report by exception of mismatch of new valuation roll to existing financial system and valuation roll date; and
- f) Sales report per homogeneous area.

11.8 Data from Deeds Office

The valuation roll management system must be capable of updating the valuation roll and property register with Deeds Office updates to support the maintenance of the valuation roll.

11.9 Valuation Support

The valuation roll management system must be capable of determining value using applied data.

11.10 Valuation Roll Updates

The valuation management system must be capable of producing reports of all changes reflecting old value and new value, the difference in the value up or down with the effective date of change.

11.11 Audit Trail

The valuation roll management system must be able to track and report on all changes reflecting the previous record and the new updated record and comply with audit control standards. The Service provider must also ensure that the existing valuation roll is stored electronically on the main database for cross reference and audit purposes.

12. DATA SECURITY AND RECOVERY

- 12.1 The valuation roll management system must be secure to ensure that critical valuation data cannot be manipulated or corrupted.
- 12.2 A backup must be made of all data at the end of every Monday, Tuesday, Wednesday and Thursday.
- 12.3 On Friday a backup must be made of all data for the whole week. The weekly backup must be stored off-site, together with the backups of the three preceding weeks.
- 12.4 At the end of every month a backup must be made of all data for the month. The monthly backup must be stored off-site, together with the backups of all preceding months.

13. PROPERTY REGISTER

13.1 Introduction

A property register means “Part A” of the valuation roll as envisaged in terms of section 23 of the MPRA, including valuation rolls prepared in terms of section 30, 77, 78 and 79 of the MPRA, the corresponding valuation roll property database, the corresponding GIS cadastral year and the corresponding aerial photography which are aligned to the definition of “property” and comprises registered deeds office records (full title and sectional title), registered rights against immovable property, land tenure rights, public service infrastructure (PSI) records and all other rateable property.

13.2 Property Register Components

The Service Provider must provide the following:

- a) An electronic database of all properties contained in the property register with related attribute data approved by the municipal valuer;
- b) Property ownership type eg. Registered full title, registered sectional title, registered right as defined under (b) of the definition of property in the MPRA, land tenure right and other forms ownership;
- c) A GIS property register layer which must comply with the specifications in an ESRI or compliant shape file format aligned to the property register database.
- d) A report of the mismatches between the property register database and the GIS property register layer with reasons for mismatches and mismatch corrective action plan;
- e) The deeds data used in the preparation of property register and valuation roll with at least two years of deeds history prior to the valuation date; and
- f) The aerial photography

13.3 Property register maintenance

- a) The Service Provider must date stamp the deeds data used in the preparation of the property register and valuation roll for the supplementary maintenance phase.
- b) The Service Provider must maintain the GIS property register layer by correcting any mismatches and updating property register changes.

14. GENERAL VALUATION

The Service Provider must undertake a general valuation of all rateable property in terms of the MPRA, taking account of best practice valuation methodology and the categories of property adopted by the Municipality.

14.1 Contents of valuation roll

The particulars in section 48(2) of the MPRA must be recorded in the valuation roll as well as the following additional particulars:

- a) Current and previous owners (Deeds of Office extract);
- b) Date of transfer (Deeds office extract);
- c) Date of sale (Deeds office extract);
- d) Sales price (Deeds office extract);
- e) Title deed number (Deeds office extract);
- f) Servitudes (Deeds office extract where available);
- g) Notarial ties (Deeds office extract)
- h) History (Deeds office extract);
- i) The actual use of property; and
- j) Postal addresses as contemplated in section 34(h) of the MPRA.

14.2 Development of categories of property

The Service Provider must assist the Municipality with the development of categories of property prior to the commencement of the general valuation.

14.3 Data collection capture

- a) Valuation data must be collected and captured accurately taking into account of the data to be collected by the property valuation type and the data availability and confidence levels, in order for the Municipal Valuer to determine the market value of all properties which must be included in the valuation roll.
- b) The Service Provider is responsible for data collection and data capture for the duration of the contract.
- c) Data collected and captured must be capable of being checked, audited, verified and monitored.
- d) The Service Provider must allow access to the data and information during business hours and must make data available in a standard electronic format to the Municipality upon request.
- e) The Service Provider must develop and provide data collection and capture training manuals and data collection forms per property type, prior to the commencement of the data collection phase of the general valuation.
- f) Aerial photography may be used under the following conditions:
 - (i) To identify improvements;

- (ii) To determine building areas by digitising footprints of structures, providing a digitizing implementation plan is submitted and approved by the Municipal Valuer in terms of the data collection manuals;
 - (iii) Where the accuracy of valuations will not be prejudiced or subjected to unreasonable risk in the application of mass valuations.
- g) The Service Provider must provide a property access status code against each property captured on the valuation roll management system (VRMS) as following:
 - (i) Full access (exterior of buildings on site);
 - (ii) No access (information from owner);
 - (iii) No access after two failed attempts (view from road);
 - (iv) No access (refused access);
 - (v) Not inspected (data deemed sufficient for valuation);
 - (vi) Any other status considered necessary by the Service Provider.
- h) Data must be collected for new buildings and structures, new properties, ownership changes and errors identified by the Municipal Valuer or the Municipality up to 3 months before the final roll is delivered.
- i) For supplementary valuations and the supplementary valuation roll, the Service Provider must collect valuation roll property attribute data for changes in terms of 78 and 79 of the MPRA from Chief Financial Officer for the duration of the contract.
- j) For objections and appeals the Service Provider must collect valuation roll property attribute data for changes and Valuation Appeal Board decisions for the duration of the contract.
- k) Constructions features, characteristics, attachments, ancillary buildings and other recognized improvements for each property must be recorded on the data collection form or field review document. Construction quality and condition must be considered and must be based upon the adopted valuation methodology, training manuals and definitions.

14.4 Quality Assurance

The quality assurance specifications in this document must be applied to ensure that quality of the valuation roll is maintained.

14.5 Market Report

- a) The Service Provider must prepare a market report which reflects the valuation methodologies, researched sales data, market information and analysis, motivations and market conclusions upon which the general valuation will be based per property type.
- b) The market reports must include the valuation templates, calculations and data collections forms to be used in the value determination.
- c) The Service Provider must undertake a sales review based on the sales extracted from the deeds office. The Municipal Valuer or an Assistant Municipal Valuer must inspect each sale, collect the property data and confirm suitability of the sale which will be used in the general valuation. A sale review form must be developed and submitted for approval by the Municipality at the commencement of the sales research, analysis and review phase.
- d) The market report must include researched and analysed sales evidence with documented sales used in the general valuation per homogeneous area. The market report must reflect the market information as at the date of valuation and must include sales cadastral maps either in hard copy or in a GIS spatial format (ESR) shape file which can be accessed by the Municipality and the valuation Appeal Board.

- e) In homogenous areas where there are insufficient sales to determine values, proxy sales or control valuations must be conducted by Assistant Municipal Valuer to support the sales data base and computer assisted mass appraisal system or techniques. The proxy sales and control valuations used as sales must be flagged in the valuation roll management system database for easy identification.
- f) Comparable sale data and market indicators must be documented. In addition, records relating to rentals, vacancies, expense ratios, capitalization rates, construction costs and any other data that will have an impact on the market value must be documented, recorded and analysed.
- g) The physical attributes as they existed at the date of sale may differ from those at the date of inspection when viewed by the Municipal Valuer or and Assistant Municipal Valuer. The report must therefore include reference to any changes that have been identified since the date of sale which would impact on the adjustments to the sale price.
- h) For specialized properties the Service Provider must develop and produce a building cost report relating to the various types of specialized buildings or structures to be valued using the cost approach. In addition where the profits and accounts approach is used, a market report must be developed and produced pertaining to the property under valuation.
- i) An analysis must be documented in two stages: version 1 must be submitted at the commencement of the review phase and version 2 must be delivered with the certificate valuation roll. The preparation of the market reported must be supervised by the Municipal Valuer or Assistant Municipal Valuer and each property sector market report must be approved by the Municipal Valuer.
- j) The Service Provider must develop and prepare a market report for each property based in the broad sectors covering:
 - (i) Agricultural property by type and node (direct sales comparison and cost approach by individual valuation);
 - (ii) Commercial and industrial property per node (income approach individual valuation or by the computer assisted mass appraisal CAMA techniques);
 - (iii) Public service infrastructure (PSI); by PSI type and in terms of rates policy and the policy on valuing the various PSI (if applicable);
 - (iv) Residential and sectional title residential property per locality homogeneous area (direct sales comparison by computer assisted mass appraisal CAMA techniques);
 - (v) Specialized property specific per property (cost approach or profits and accounts by individual approach); and
 - (vi) Vacant land by zoning or permitted land use and locality homogeneous area (direct sales comparison either individual approach or computer assisted mass appraisal).

15. OBJECTIONS

- 15.1 The Service Provider must managed the objection process in compliance with section 50, 51, 52 and 53 of the MPRA, including the following-
- a) The Service Provider must record all objections in a database;
 - b) The Service Provider must respond in writing to all objectors as required by the MPRA;
 - c) The Service Provider must prepare the notices in terms of section 49 of the MPRA;
 - d) The Service Provider must consider objections and amend the valuation roll, if necessary based the Municipal Valuers decision;

- e) The Service Provider makes sales evidence in support of a decision regarding and objection upon request by the Municipality;
- f) The Service Provider must provide written reasons to the Municipal Manager for any Municipal Valuer decisions of value greater than 10%;
- g) The Service Provider must prepare and maintain a GIS cadastral layer of objections receives with decisions and changes;
- h) The Service Provider must notify and objector of the outcome of an objection and furnish reasons for its decisions and changes;
- i) The Service Provider must furnish written reasons for its decisions upon application by an objector;
- j) The Service Provider must prepare a close-out report of all objections received and processed.

15.2 The bid is limited to the processing of a maximum of 15% objections in respect of the property count, above which the Service Provider will be required to absorb the cost.

15.3 The Service provider must produce a close-out report.

16. APPEALS

16.1 The Service Provider must assist the municipality with the resolutions of appeals, including the following-

- a) The Service Provider must record all appeals in a database;
- b) The Service Provider must make sales evidence in support of a decision regarding and objections available upon request by Valuation Appeal Board;
- c) The Service Provider must represent the Municipality at hearing of the Valuation Appeal Board through the Municipal Valuer or an Assistant Municipal Valuer;
- d) The Service Provider must amend the Valuation Appeal Board rules in favour of the appellant;
- e) The Service Provider must amend the Valuation Appeal Board rules in favour of the appellant;
- f) The Service Provider must prepare a close-out report of all objections received and processed.

16.2 The bid is limited to the processing of a maximum of 5% of appeals in respect of the objection count, above which the Service Provider will be required to absorb the cost.

16.3 The Service Provider must produce a close-out report.

17. VALUATION ROLL MAINTENANCE

17.1 Valuation Roll Maintenance means valuation roll maintenance as contemplate in terms of section 34 of the MPRA, including:

- a) All liaison with the ratepayer or Municipality on any matter omitted from the valuation roll or contained in the valuation roll.
- b) The updating of ownership and other particulars to the valuation roll for the duration of the contract and amendment of the valuation roll as contemplate in section 79 of the MPRA.
- c) The preparations of a supplementary valuation roll in terms of section 77 and 78 of the MPRA, at least once a year.
 - (i) *To include incorrectly omitted from the valuation roll;*
 - (ii) *To include property incorrectly in a municipality after the last general valuation;*
 - (iii) *To include property subdivided or consolidated after the last general valuation;*

- (iv) To adjust the value of property that has substantially increase or decrease from any reason after the general valuation;*
- (v) To adjust the value of property that have substantially been valued during the last general valuation;*
- (vi) To adjust the value of property that must be revalue for any other exceptional reason, including property of which the category or property has changed.*

- 17.2 Supplementary valuations must reflect the market value of property determined in accordance with market conditions that applied as at the date of valuation determined for the last general valuation.
- 17.3 The Service Provider must attend to valuation roll queries received from ratepayers or the Municipality outside the objection and appeal process.
- 17.4 Amendments to the roll as a result of queries received from ratepayers or the Municipality outside the objection an appeal process must be in dealt with in the following supplementary valuation roll.
- 17.5 The valuation roll management system must show the old value and the new value with the effective date of change.
- 17.6 The Service Provider must update the Property Register for any supplementary updated including objections and appeal decisions which include updating the GIS property register layer.
- 17.7 The Service Provider must ensure that all documents, correspondence, data collection form and review forms emanating from the preparation of a supplementary valuation roll are scanned and uploaded to the valuation management system against the property.
- 17.8 The Service Provider must produce a consolidated valuation roll on an annual basis by the end of May to support the annual budget and rates review process.
- 17.9 The Service Provider must deliver a draft supplementary valuation roll at least 1 month before the final certified supplementary valuation roll.
- 17.10 A draft supplementary valuation roll must be sufficiently complete to enable the Municipality to undertake quality assurance checks.
- 17.11 A draft supplementary valuation roll must be delivered with a necessary electronic data and demonstrated ability to synchronize the roll data to the Municipality's financial system.
- 17.12 The Service Provider must print and bind supplementary valuation rolls in the format prescribed in the MPRA.
- 17.13 The certified supplementary valuation roll must be delivered to the Municipal Manager in hard copy.
- 17.14 An electronic copy of a valuation roll must be delivered to the Municipal Manager in a format suitable for synchronizing with the Municipality's financial system promun.
- 17.15 The Service Provider must produce an annual maintenance close-out report by the end of May to support the annual budget and rates review process.

18. PUBLIC PARTICIPATION PROCESS

Bidders may be required to be involved in public awareness programs to the valuation processes. Bidders may also be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied.

19. PRICING SCHEDULE

Fees must be consistent with the latest gazetted proposed fees set by the South Council for Property Valuers Profession: Guidelines Professional Fees.

The schedule of fees, must be completed by the bidder and will be regarded as the bidders proposal fee in terms of the tender.

20. PAYMENT

20.1 The Municipality will pay the bidder on a progress basis measured against performance of each stage

STAGE NR	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY INSTALLMENTS
1	Commencement phase	5%	x	
2	Data Collection	25%		x
3	Valuation Compilation	20%		X
4	Internal Monitoring	0		
5	Submission of Draft Valuation Roll	10%	X	
6	Submission of Certified Roll	10%	X	
7	Objection process and completion reasons	10%	X	
8	Valuation appeal board hearing	10%	Within 4 months after the date of such submission	
9	Submission of data to municipality and issue by the municipality of final delivery certificate	10%	X	
		100%		

20.2 Amount payable will be calculated as follows:

Amount tendered per entry multiplied by total properties per category to get tender amount. The tender amount will be multiplied with the percentage.

21. CONFIDENTIALITY

All information which the valuer collects, receives or comes to his knowledge must be treated as absolutely confidential and it becomes the property of the Nama Khoi Municipality and may not be divulged to any third party.

22. ADDITIONAL AND GENERAL CONDITIONS

- 22.1 The successful bidder must strictly comply with and execute the relevant legal provisions which generally apply.
- 22.2 The successful bidder must be a member of the Institute of Valuers of SA Council for Valuers and be registered as a Professional Valuer or Professional Associate Valuer in accordance with the Act on Valuers (Act 23 of 1982). Proof of registration is required.
- 22.3 The valuation must be executed by and under the direct supervision of a Registered Professional Valuer or Professional Associated Valuer. The successful bidder however accepts full responsibility.
- 22.4 If the successful bidder is a company, closed corporation or partnership, an authorizing resolution thereof must be attached. All subsections applicable in terms of section 78 of Local Government: Municipal Property Rates Act, No 6 of 2004 as amended must be indicated per inscription in the valuation roll.
- 22.5 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.
- 22.6 The Municipality shall not be liable for any expenses incurred in the preparation and submission of the quotation.
- 22.7 If bids are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to be second-placed bidder. The process will be continued to the Municipality's satisfaction.
- 22.8 The Municipality shall retain an amount equal to 10% of all payments made, which will be paid after the objections have been finalized.
- 22.9 The successful bidder must arrange his activities after delivery of the list of valued properties in such a way that he will be readily available for the setting of the valuation objections and Valuation Appeal Board sessions which will follow thereafter.

SCHEDULE 1 – AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

The Bidder hereby nominates the following person to be designated by the municipality in terms of Section 33(1) of the Municipal Property Rates Act (MPRA), 2004 (Act No 6 of 2004) as the Municipal Valuer.

1. Instructions

1.1 This section must be completed by the nominated Municipal Valuer

1.2 A certificate of Professional Registration must be attached to the Bid.

1.3 In terms of section 4(5) of the MPRA, a Municipal Valuer may not perform the valuation of a property in which that valuer, or any spouse, parent, child, partner or business associate of the valuer has a personal or private interest, and the Municipal manager must designate a special substitute valuer to perform that valuation.

1.4 The Municipal Valuer must declare any property interest in terms of section 43(5) of the MPRA and submit it with the Bid.

2.1 Personal Details

2.1.1	Full Names	
2.1.2	ID Number	
2.1.3	Professional Qualifications	
2.1.4	Professional Registration No.	
2.1.5	Years of experience in municipal valuation	

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

.....

.....

.....

.....

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

.....

.....

.....

.....

3. Work Experience – Municipal Valuations

3.1 List of experience on mass valuations

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	NAME OF MUNICIPALITY

- 3.3 Have you compiled any valuation rolls utilising GIS and / or Aerial Photography? If yes, provide full details

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

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

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

3.5 Have you appeared in front of a Valuation board in terms of previous legislation or the Valuation Appeal Board? If yes, provide full details.

.....

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

3.6 Have you appeared in front of the Valuation Appeal Board? If yes, provide full details.

.....

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OP APPEALS	NO OF APPEALS UPHELD	% REDUCTION AWARDED BY BOARD COMPARED TO VALUATION COMPILED BY YOU

4. Declaration

4.1, the undersigned do hereby make oath and say that:

- a) This questionnaire was completed by me in full;
- b) I have not withheld any information in regard to the completion of this questionnaire, and
- c) All information supplied by me is true and correct.

4.2 I do further declare that I have read all the bid requirements and documents including the specifications, schedules, information and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understands the content and implication of all such conditions.

4.3 I further undertake by my signature hereof to bind myself jointly and severally with the bidder to fulfil all obligations and requirements of the bid.

4.4 I hereby agree to nomination as Municipal Valuer for Nama Khoi Municipality for the period 2022 tot 2027 an will abide by professional ethics, professional valuations standards of the South African Council for the Property Valuers Profession established in terms of section 2 of the Property Valuers Profession Act, 2000. (Act No 47 of 2000)

Signed by me at thisday of 2022

.....
SIGNED BY MUNICIPAL VALUER

Signed and sworn before me at On this day of
2022 by the deponent, who has acknowledge and that he / she knows and understands the contents of this Affidavit, that it is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding his / her conscience.

.....
Signed and stamped by Commissioner of Oaths

**NOTE: VALUERS PROVIDING FALSE OR FRAUDULANT INFORMATION OR DOCUMENT SHALL SUBJECT
THEMSELVES TO IMMEDIATE DISQUALIFICATION**

SCHEDULE 2 – AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER

In the event of the nominated person as municipal valuer, not being able to carry out his / her 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 ensure all responsibilities in terms hereof as if he were the Municipal Valuer.

1. Personal Details

1.1.1	Full Names	
1.1.2	ID Number	
1.1.3	Professional Qualifications	
1.1.4	Professional Registration No.	
1.1.5	Years of experience in municipal valuation	

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

.....

.....

.....

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

.....

.....

.....

2. Work Experience – Municipal Valuations

2.1 List of experience on mass valuations

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	NAME OF MUNICIPALITY

- 2.3 Have you compiled any valuation rolls utilising GIS and / or Aerial Photography? If yes, provide full details

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

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

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

2.5 Have you appeared in front of a Valuation board in terms of previous legislation or the Valuation Appeal Board? If yes, provide full details.

.....

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

2.6 Have you appeared in front of the Valuation Appeal Board? If yes, provide full details.

.....

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEALS UPHELD	% REDUCTION AWARDED BY BOARD COMPARED TO VALUATION COMPILED BY YOU

3. Declaration

3.1, the undersigned do hereby make oath and say that:

- d) This questionnaire was completed by me in full;
- e) I have not withheld any information in regard to the completion of this questionnaire, and
- f) All information supplied by me is true and correct.

3.2 I do further declare that I have read all the bid requirements and documents including the specifications, schedules, information and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understands the content and implication of all such conditions.

3.3 I further undertake by my signature hereof to bind myself jointly and severally with the bidder to fulfil all obligations and requirements of the bid.

3.4 I hereby agree to nomination as Municipal Valuer for Nama Khoi Municipality for the period 2022 tot 2027 an will abide by professional ethics, professional valuations standards of the South African Council for the Property Valuers Profession established in terms of section 2 of the Property Valuers Profession Act, 2000. (Act No 47 of 2000)

Signed by me at thisday of 2022

.....
SIGNED BY SUBSTITUTE MUNICIPAL VALUER

Signed and sworn before me at On this day of 2022 by the deponent, who has acknowledge and that he / she knows and understands the contents of this Affidavit, that it is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding his / her conscience.

.....
Signed and stamped by Commissioner of Oaths

NOTE: VALUERS PROVIDING FALSE OR FRAUDULANT INFORMATION OR DOCUMENT SHALL SUBJECT THEMSELVES TO IMMEDIATE DISQUALIFICATION

SCHEDULE 3 – AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

The Bidder hereby nominate the following person as the assistant Municipal Valuer as one of two persons. This is necessary to ensure succession in the event that the assistant Municipal Valuer is unable to carry out its duties, provided that they accept the appointment jointly and severally.

1. Instructions

1.1 This section must be completed by the nominated Municipal Valuer

1.2 A certificate of Professional Registration must be attached to the Bid.

1.3 In terms of section 4(5) of the MPRA, a Municipal Valuer may not perform the valuation of a property in which that valuer, or any spouse, parent, child, partner or business associate of the valuer has a personal or private interest, and the Municipal manager must designate a special substitute valuer to perform that valuation.

1.4 The Municipal Valuer must declare any property interest in terms of section 43(5) of the MPRA and submit it with the Bid.

2. Personal Details

2.1	Full Names	
2.2	ID Number	
2.3	Professional Qualifications	
2.4	Professional Registration No.	
2.5	Years of experience in municipal valuation	

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

.....

.....

.....

.....

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

.....

.....

.....

.....

3. Work Experience – Municipal Valuations

3.1 List of experience on mass valuations

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	NAME OF MUNICIPALITY

- 3.3 Have you compiled any valuation rolls utilising GIS and / or Aerial Photography? If yes, provide full details

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

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

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

3.5 Have you appeared in front of a Valuation board in terms of previous legislation or the Valuation Appeal Board? If yes, provide full details.

.....

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

3.6 Have you appeared in front of the Valuation Appeal Board? If yes, provide full details.

.....

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEALS UPHELD	% REDUCTION AWARDED BY BOARD COMPARED TO VALUATION COMPILED BY YOU

4. Declaration

4.1., the undersigned do hereby make oath and say that:

- g) This questionnaire was completed by me in full;
- h) I have not withheld any information in regard to the completion of this questionnaire, and
- i) All information supplied by me is true and correct.

4.2. I do further declare that I have read all the bid requirements and documents including the specifications, schedules, information and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understands the content and implication of all such conditions.

4.3. I further undertake by my signature hereof to bind myself jointly and severally with the bidder to fulfil all obligations and requirements of the bid.

4.4. I hereby agree to nomination as Assistant Municipal Valuer for Nama Khoi Municipality for the period 2022 to 2027 and will abide by professional ethics, professional valuations standards of the South African Council for the Property Valuers Profession established in terms of section 2 of the Property Valuers Profession Act, 2000. (Act No 47 of 2000)

Signed by me at thisday of 2022

.....
SIGNED BY ASSISTANT MUNICIPAL VALUER

Signed and sworn before me at On this day of
2022 by the deponent, who has acknowledged and that he / she knows and understands the contents of this Affidavit, that it is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding his / her conscience.

.....
Signed and stamped by Commissioner of Oaths

**NOTE: VALUERS PROVIDING FALSE OR FRAUDULANT INFORMATION OR DOCUMENT SHALL SUBJECT
THEMSELVES TO IMMEDIATE DISQUALIFICATION**

SCHEDULE 4 – AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER (2)

The Bidder hereby nominate the following person as the assistant Municipal Valuer as one of two persons. This is necessary to ensure succession in the event that the assistant Municipal Valuer is unable to carry out its duties, provided that they accept the appointment jointly and severally.

1. Instructions

1.1 This section must be completed by the nominated Municipal Valuer

1.2 A certificate of Professional Registration must be attached to the Bid.

1.3 In terms of section 4(5) of the MPRA, a Municipal Valuer may not perform the valuation of a property in which that valuer, or any spouse, parent, child, partner or business associate of the valuer has a personal or private interest, and the Municipal manager must designate a special substitute valuer to perform that valuation.

1.4 The Municipal Valuer must declare any property interest in terms of section 43(5) of the MPRA and submit it with the Bid.

2. Personal Details

2.1	Full Names	
2.2	ID Number	
2.3	Professional Qualifications	
2.4	Professional Registration No.	
2.5	Years of experience in municipal valuation	

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

.....

.....

.....

.....

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

.....

.....

.....

.....

3. Work Experience – Municipal Valuations

3.1 List of experience on mass valuations

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

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	NAME OF MUNICIPALITY

- 3.3 Have you compiled any valuation rolls utilising GIS and / or Aerial Photography? If yes, provide full details

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

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

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

3.5 Have you appeared in front of a Valuation board in terms of previous legislation or the Valuation Appeal Board? If yes, provide full details.

.....

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	REFERENCE	CONTACT NUMBER

3.6 Have you appeared in front of the Valuation Appeal Board? If yes, provide full details.

.....

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEALS UPHELD	% REDUCTION AWARDED BY BOARD COMPARED TO VALUATION COMPILED BY YOU

4. Declaration

4.1, the undersigned do hereby make oath and say that:

- j) This questionnaire was completed by me in full;
- k) I have not withheld any information in regard to the completion of this questionnaire, and
- l) All information supplied by me is true and correct.

4.2 I do further declare that I have read all the bid requirements and documents including the specifications, schedules, information and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understands the content and implication of all such conditions.

4.3 I further undertake by my signature hereof to bind myself jointly and severally with the bidder to fulfil all obligations and requirements of the bid.

4.4 I hereby agree to nomination as Assistant Municipal Valuer for Nama Khoi Municipality for the period 2022 to 2027 and will abide by professional ethics, professional valuations standards of the South African Council for the Property Valuers Profession established in terms of section 2 of the Property Valuers Profession Act, 2000. (Act No 47 of 2000)

Signed by me at thisday of 2022

.....
SIGNED BY ASSISTANT MUNICIPAL VALUER

Signed and sworn before me at On this day of
2022 by the deponent, who has acknowledged and that he / she knows and understands the contents of this Affidavit, that it is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding his / her conscience.

.....
Signed and stamped by Commissioner of Oaths

**NOTE: VALUERS PROVIDING FALSE OR FRAUDULANT INFORMATION OR DOCUMENT SHALL SUBJECT
THEMSELVES TO IMMEDIATE DISQUALIFICATION**

SCHEDULE 5 – COMPUTER HARDWARE EQUIPMENT, SOFTWARE AND INFORMATION TECHNOLOGY SYSTEMS

The bidder must attached a detailed inventory of the current computer equipment owned or leased as well as future equipment needs necessary to comply with this tender. Bidder may appoint a specialist to assist him to meet the computer and IT requirements to comply with this tender.

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

The Municipality reserves he right to appoint a duly qualified computer specialist of its own to check, verify and confirm that the equipment and software will adequately manage and cope with the requirements of this tender for the duration of the tender.

The bidder has to ensure that his system is compatible and can be integrated to the system of the municipality.

The bidder accepts that Nama Khoi Municipality will not compensate the Bidder for computer hardware, software and technology systems which are necessary to undertake the above.

The bidder hereby certifies that the bidder has, or will acquire the computer hardware, software and technology systems which are necessary to undertake the general valuation for Nama Khoi Municipality for 2022 - 2027 and valuation roll maintenance.

.....
NAME OF BIDDER

.....
NAME OF AUTHORISED DECLARANT

.....
SIGNATURE OF AUTHORISED DECLARANT

.....
DATE

SCHEDULE 6 – DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be set out in the bid conditions.

In the event of the Bidder not wishing to conform to such standards shall attached a complete proposal in this regard. However the municipality is not obliged to accept such proposal of the bidder and the municipality reserves the right to refer the proposal to an expert in the field for evaluation data protection and recovery.

SCHEDULE 7 – HUMAN RESOURCES

The bidder must complete the following information. Must be accompanied by organigram of the human resources to be utilised on the project.

This evidence will be used for evaluation purpose.

NAME OF PERSON	EXPERIENCE	YEARS OF EXPERIENCE	FULL TIME / OR PART TIME	PROFESSIONAL EXPERIENCE

SCHEDULE 8 – PROJECT WORK BREAKDOWN STRUCTURE PLAN

(add)

PRICING SCHEDULE

NOTICE NO.: 31/2022

BID NUMBER: BOD/NC062/14/2021-2022

STARTING DATE: 25 March 2022 Closing Date: 13 April 2022 Closing Time: 10:00

The bidder must insert the grand total or cost of the bid in MBD 3.3 which will be full and final estimated bid price. The pricing must take cognisance of the Bid specifications document regarding the data and information available from the municipality. The project work programme and cash flow will be finalised with the successful Bidder.

Upon submission of the certified valuation roll and adjustment based on the actual number entries as reflected in the Property Master will be made and compared to the estimates. The tender price will then be adjusted pro rata on the difference of entries and the contract price will be calculated on the type of category relating to the entries. Where a property has been valued in terms of it's multiple use, the account will shown as a separate entry in the calculation of the final entries and price.

No	Description	Unit	Quantity	Bid Rate (Included VAT)	Bid Amount (Included VAT)
PART A – SCHEDULE OF PER FIXED AMOUNTS					
1.1	Draft and Finalise project work programme and project cash flow management	Fixed Amount	1		
1.2	Residential – Project Contract Sales Review, Market & Valuation Methodology Report	Fixed Amount	1		
1.3	Non – Residential – Project Contract Sales Review, Market & Valuation Methodology	Fixed Amount	1		
1.4	Data Collection & Capture Quality Assurance Report	Fixed Amount	1		
1.5	General Valuation Roll (GV) Close Out Report	Fixed Amount	1		
1.6	Valuation Roll Maintenance Report: One per annum delivered in	Fixed Amount	1		
1.7	Objection processing close out reports: including count, value changes and GIS spatial layer	Fixed Amount	1		
1.8	Appeal processing close out reports: including count, value changes and GIS spatial layer	Fixed Amount	1		
2. Valuation Roll Management System (VRMS)					
2.1	Valuation Roll Management System (VRMS) – confirmed MPRA compliant, installed, usable and practical, confirmed integration with Municipal Financial System and licence fees	Fixed Amount	1		
3. Property Register Creation					
3.1	Identify data resources	Fixed Amount	1		
3.2	Acquire, clean and prepare data	Fixed Amount	1		
3.3	Deeds office data (ownership and sales data) extracts as per bid document and integration to VRMS	Fixed Amount	1		
3.4	Acquire Aerial photography / imagery	Fixed Amount	1		
3.5	Prepare and create a Property Register which shall comprise and electronic database of all properties as per bid document	Fixed Amount	1		
	Prepare and create a GIS Property				

3.6	Register file aligned to property register database	Fixed Amount	1		
3.7	Property Register database and GIS property register mismatch and corrective action report	Fixed Amount	1		
Sub Total (1.1 – 3.7)					
PART B – GENERAL VALUATION – SCHEDULE OF PER ENTRY RATES					
5. Farms / Agriculture / Rural Communal / PSI					
4.1	Farm Properties	No.	868		
4.2	Rural Communal Land	No.	63		
4.3	National, Provincial & Municipal Public Services	No.	1		
4.4	Collection of Postal Addresses (Agriculture / PSI)	No.	1		
Sub Total (4.1 – 4.4)					
5. Residential					
5.1	Residential	No.	15055		
5.2	Vacant Residential Land	No.	896		
5.3	Collection of Postal Addresses	No.	1		
Sub Total (5.1 – 5.3)					
6. Non-Residential					
6.1	General Business Properties	No.	408		
6.2	Industrial Properties	No.	111		
6.3	Collection of Postal Addresses (No residential addresses)	No.	1		
Sub Total (6.1 – 6.3)					
7. Specialised Properties					
7.1	Abattoirs	No.	2		
7.2	Airports / Airfields	No.	1		
7.3	Civic centre / Community Halls	No.	1		

7.4	Clinics	No.	1		
7.4	Crèches	No.	1		
7.5	Golf Courses and Golf Estate	No.	1		
7.7	Grain Co-ops	No.	1		
7.8	Grain depots	No.	1		
7.8	Heavy Manufacturing Engineering	No.	1		
7.10	Heavy Manufacturing Engineering	No.	1		
7.11	Hotels, Resorts & Conference Centres	No.	1		
7.12	Law Courts	No.	1		
7.13	Libraries	No.	1		
7.14	Mines	No.	33		
7.15	Old Age Homes	No.	1		
7.16	Petrol Filling Stations	No.	1		
7.17	Places of Worship	No.	1		
7.18	Police Stations	No.	1		
7.19	Post Offices	No.	1		
7.20	Power Stations	No.	1		
7.21	Prisons	No.	1		
7.22	Quarries	No.	1		
7.23	Racetracks	No.	1		
7.24	Schools	No.	1		
7.25	Shopping Centres	No.	1		
7.26	Sport Facilities	No.	1		
7.27	Vacant Land Offer	No.	1		
7.28	Properties used for eco-tourism	No.	1		
7.29	Formally Proclaimed protected areas	No.	1		

7.30	Properties on which National Monuments are proclaimed	No.	1		
7.31	Boarding House	No.	1		
7.32	Registered rights to extend (sectional title)	No.	1		
7.33	Registered exclusive use areas (sectional title)	No.	1		
7.34	Collection of postal addresses (special)	No.	1		
Sub Total (7.1 – 7.34)					
8. Valuation Roll Management Systems (VRMS)					
8.1	Valuation Roll Management System (VRMS) – confirmed MPRA compliant, installed, usable and practical, confirmed integration with Municipal Financial System and Licence Fees	Fixed Amount	1		
Sub Total (8.1 – 8.1)					
9. Supplementary Valuation Rolls, Valuation Roll and Maintenance and Annual Maintenance Report					
9.1	Farm properties	No.	1		
9.2	Rural Communal Land	No.	1		
9.3	National, Provincial & Municipal Public Service	No.	1		
9.4	Collection of Postal Addresses (Agriculture / PSI)	No.	1		
Sub Total (9.1 – 9.4)					
10. Residential					
10.1	Residential	No.	1		
10.2	Sectional Title Residential 9Number of units)	No.	1		
10.3	Low income housing	No.	1		
10.4	Vacant Residential Land	No.	1		
10.5	Registered rights to extend (sectional title)	No.	1		
10.6	Registered exclusive use areas (sectional title)	No.	1		
10.7	Collection Postal Address	No.	1		
Sub Total (10.1 – 10.7)					

11.Non-Residential

11.1	General Business Properties	No.	1		
11.2	Industrial Properties	No.	1		
11.3	Sectional Title Shops / Offices / Industrial Properties	No.	1		
11.4	Vacant Commercial / Industrial / Business Land	No.	1		
11.5	Municipal Owned Properties other than municipal owned PSI	No.	1		
11.6	Collection of Postal Addresses (No Residential Addresses)	No.	1		

Sub Total (11.1 – 11.6)

12.Specialised Properties

12.1	Abattoirs	No.	1		
12.2	Airports / Airfields	No.	1		
12.3	Casinos	No.	1		
12.4	Civic Centres / Community Halls	No.	1		
12.5	Clinics	No.	1		
12.6	Crèches	No.	1		
12.7	Golf Courses and Golf Estates	No.	1		
12.8	Grain Co-ops	No.	1		
12.9	Grain depots	No.	1		
12.10	Heavy Manufacturing Engineering	No.	1		
12.11	Hospitals (Private / State)	No.	1		
12.12	Hotels, Resorts & Conference Centres	No.	1		
12.13	Law Courts	No.	1		
12.14	Libraries	No.	1		
12.15	Military bases	No.	1		
12.16	Mines	No.	1		

12.17	Old Age Homes	No.	1		
12.18	Petrol Filling Stations	No.	1		
12.19	Places of Worship	No.	1		
12.20	Police Stations	No.	1		
12.21	Post Offices	No.	1		
12.22	Power Stations	No.	1		
12.23	Prisons	No.	1		
12.24	Quarries	No.	1		
12.25	Racetracks	No.	1		
12.26	Schools	No.	1		
12.27	Shopping Centres	No.	1		
12.28	Sport Facilities	No.	1		
12.29	Vacant Land Other	No.	1		
12.30	Properties used for eco-tourism	No.	1		
12.31	Formally Proclaimed Protected areas	No.	1		
12.32	Properties on which National Monuments are Proclaimed	No.	1		
12.33	Boarding House	No.	1		
12.34	Registered rights to extend (sectional title)	No.	1		
12.35	Registered exclusive use areas (sectional title)	No.	1		
12.36	Collection of Postal Addresses (Special)	No.	1		
Sub Total (12.1 – 12.36)					
13. Investment Properties					
13.1	Industrial Stands	No.	1		
13.2	Houses for rental	No.	1		
13.3	Office Accommodation for rental	No.	1		

13.4	Sites for cellular towers for rental	No.	1		
13.5	Prospecting rights	No.	1		
13.6	Stands for beautifying	No.	1		
Sub Total (13.1 – 13.6)					
GRAND TOTAL COST OF BID (EVALUATION PURPOSES)					
PART D – SCHEDULE OF RATES					
Objections Processing					
	Consider, decide, amend valuation roll, notification of outcomes and furnishing written reasons for the appeal board of value adjustments for more than 10% and close out report	Per Objection			
	Furnishing written reasons upon application by the objector / owner (S 53): Residential	Per Objection			
	Furnishing written reasons upon application by the objector / owner (S 53): Non Residential	Per Objection			
	Furnishing written reasons upon application by the objector / owner (S 53): Agriculture	Per Objection			
Appeal Processing					
	Processing appeals as per bid	Per appeal			
	Attendance at VAB hearings / Reviews plus travelling time: Municipal Valuer and Assistant Municipal Value Rate	Per appeal			
	VAB disbursement rates: Travel reimbursement	Rate / km			
Added Services					
	Attending to Valuations outside of the scope of this bid	State the basis of fees incl VAT			
	Services of a Land Surveyor	Per Plot	1000 Stands		