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## CONTRACT NO: SCM/MOH/04/2025

## APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR VALUATION ROLL OF THE MUNICIPALITY FOR A PERIOD OF FIVE YEARS

## CLOSING DATE: 01 AUGUST 2025 (14:00)

Prepared by: Mohokare Local Municipality Hoofd Street Zastron 9950

NAME OF BIDDER	
CSD REGISTRATION NO	
SARS PIN	
AMOUNT (VAT incl.)	R

ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	



	following particulars must be furnished /attached failure to do so ur bid being disqualified	WILL result		
No.	Details	Tick(x)		
1.	Proof that the supplier is registered on the <b>Centralised Suppliers Database (CSD)</b>			
2.	<b>Original municipal account of company,</b> if renting and the lessee is not responsible for municipal rates and taxes as stipulated in the lease agreement only a signed lease agreement /if renting and the lessee is responsible for municipal rates and taxes as stipulated in the lease agreement both signed lease agreement and municipal account not older than 3 months			
3.	Compulsory site briefing attended (if applicable)			
4.	Certificate of authority of signatory not older than 3 months			
6.	Joint Venture Agreement (if applicable)			
7.	<b>Completed and signed form of offer</b> and <b>Completed and signed</b> MBD forms (ALL MBD forms in the tender)			
8.	Submit valid proof of registration with relevant professional body <b>professional Valuer or Professional Associated Valuer</b>			

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## **MBD 1 INVITATION TO BID**

### BID NUMBER: SCM/MOH/04/2025 DESCRIPTION: APPOINTMENT OF A

You are hereby invited to bid for the requirements of the Mohokare Local Municipality

PROFESSIONAL SERVICE PROVIDER FOR VALUATION ROLL OF THE MUNICIPALITY FOR A PERIOD OF FIVE YEARS CLOSING DATE: 01 AUGUST 2025 CLOSING TIME: 14:00

The successful bidder will be required to fill in a written Contract Form (MBD 7) and sign a service level agreement

BID DOCUMENTS SHOULD BE DEPOSITED IN THE BOX SITUATED AT THE MUNICIPAL OFFICES OR MAY BE POSTED:

### MOHOKARE LOCAL MUNICIPALITY HOOFD STREET ZASTRON 9950

### Enclose the envelope with the contract number and the closing date.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 5 days a week (Monday to Friday), from 08:00 to 16:30.

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

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

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

1. Relevant specifications

2. Value for money

- 3. Capability and capacity to execute the contract
- 4. PPPFA & associated regulation
- 5. 80/20 preference point system

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

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

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
CONTACT PERSON	
TELEPHONE NUMBER	CODENUMBER
CELLPHONE NUMBER	
FASCIMILE NUMBER	CODENUMBER
VAT REGISTRATION NU	MBER
HAS ORIGINAL VALID TA	AX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD2)? <b>YES/NO</b>
	TED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ YOU? (IF YES ENCLOSE PROOF)
SIGNATURE OF BIDDER	YES/NO
DATE	
DATE CAPACITY UNDER WHIC	
DATE CAPACITY UNDER WHIC	
DATE CAPACITY UNDER WHIC TOTAL BID PRICE (R) _	
DATE CAPACITY UNDER WHIC TOTAL BID PRICE (R) <u>ANY ENQUIRIES REGAF</u>	THIS BID IS SIGNED
DATE CAPACITY UNDER WHIC TOTAL BID PRICE (R) ANY ENQUIRIES REGAE MUNICIPALITY	THIS BID IS SIGNED
DATE CAPACITY UNDER WHIC TOTAL BID PRICE (R) ANY ENQUIRIES REGAE MUNICIPALITY DEPARTMENT	TH THIS BID IS SIGNED
DATE CAPACITY UNDER WHIC TOTAL BID PRICE (R) ANY ENQUIRIES REGAN MUNICIPALITY DEPARTMENT CONTACT PERSON	TH THIS BID IS SIGNED RDING THE BIDDING PROCEDURE MAY BE DIRECTED TO: Mohokare Local Municipality Supply Chain Management
DATE CAPACITY UNDER WHIC TOTAL BID PRICE (R) ANY ENQUIRIES REGAT MUNICIPALITY DEPARTMENT CONTACT PERSON TEL NUMBER	TH THIS BID IS SIGNED BUING THE BIDDING PROCEDURE MAY BE DIRECTED TO: Mohokare Local Municipality Supply Chain Management Acting-Chief Financial Officer – Mr. V. Litabe
DATE CAPACITY UNDER WHIC TOTAL BID PRICE (R) ANY ENQUIRIES REGAN MUNICIPALITY DEPARTMENT CONTACT PERSON TEL NUMBER ANY ENQUIRIES REGAN	TH THIS BID IS SIGNED ENTRY SIGNED EDING THE BIDDING PROCEDURE MAY BE DIRECTED TO: Mohokare Local Municipality Supply Chain Management Acting-Chief Financial Officer – Mr. V. Litabe 083 822 9301

## MBD 2 APPLICATION FOR TAX CLEARANCE AND TAX CLEARANCE CERTIFICATE REQUIREMENTS

### MBD 2

## APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1.	Name of taxpayer / bidder_									 	 	
2.	Trade Name:										 	_
3.	Identification											
	Number				1		1	1	1	 1	1	
4.	Company/Close Corporation Registration Number:											
5.	Income Tax Reference Number:											
6.	VAT Registration Number:											
7.	PAYE Employer Registration Number (if applicable)											
Sig	nature of contact person rec	quiring	g Tax	x Cle	aranc	e Ce	rtifi	cate	:		 	
Name:												
Te	Number: Code:				Numb	er: _				 	 	
Ad	dress:										 	
Date: 20/ PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE												
SERVICES (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND /OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE – OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.			'OR KES,									

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

### IT IS A CONDITION OF THE BIDDER THAT: -

- 1. The taxes of the successful bidder must be in order, or that satisfactory arrangement has been made with Receiver of Revenue to meet his/her tax obligations.
  - 2. The attached form "Application for Tax Clearance Certificate" (in respect of bidders), must be completed in all aspect and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for the period of twelve (12) months from the date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance may invalidate the bid.
  - 3. In bids where Consortia /Joint Venture / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver's Office.

## **MBD 4 DECLARATION OF INTERESTS**

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

3.1 Full Name:	
3.2 Identity Number:	
3.3 Company Registration Number:	
3.4 Tax Reference Number:	
3.5 VAT Registration Number:	
3.6 Are presently in the service of the state*	YES/NO
3.6.1 If so, furnish particulars.	
3.7 Have you been in the service of the state for the past twelve months?	YES/NO
3.7.1 If so, furnish particulars	
MSCM Regulations: "in the services of the state *means to be: –	

- (a) member of
- (i) (ii) 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 municipal or municipal entity;
   (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999):
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.8.1 If so, furnish particulars.

- 3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with evaluation and or adjudication. **YES/NO** 
  - 3.9.1 If so, furnish particulars.
- 3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.10.1 If so, furnish particulars.

3.11 Are any spouses, child or parent of the company's Directors, Managers, principal shareholders or stakeholders in service of the state? **YES/NO** 

3.11.1 If so, furnish particulars.

### CERTIFICATION

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

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

Signature

Date

Position

Name of Bidder

Mohokare Local Municipality

SCM/MOH/04/2025

## **MBD 6.1 PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS**

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

### **PURCHASES**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Specific Goals status preference points as well as a summary for preference points claimed for attainment of other specified goals.

## NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

### **GENERAL CONDITIONS**

1.1 The following preference points system are applicable to all bids;

- The 80/20 system for requirements with Rand value of up to R 50 000 000,00; and
- The 90/10 system for requirements with Rand value above R 50 000 000,00.

1.2 The value of this bid is estimated to not exceed R 50 000 000,00 and therefore the 80/20 shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.4 The points for this bid are allocated as follows:

	POINTS
1.4.1 PRICE	80
1.4.2 SPECIFIC GOALS	20

Separate Preference Points Claim Form will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3 (b) above.

# Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

## MBD 6.1

## **GENERAL DEFINITIONS**

1.6 **"Acceptable bid"** means any bid which, in all respects, compiles with specification and conditions of bid as set out in the bid documents.

1.7 **"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, work or services.

1.8 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration

1.9 "**Consortium or joint venture**" means as association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.10 "**Contract**" means the agreement that results from the acceptance of a bid by an organ of state.

1.11 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulation 2017. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of state to give particular consideration top procuring locally manufactured products.

1.12 **"Control"** means the possession and exercise of legal authority and power to manage the assets goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing his operations of the business.

1.13 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.

1.14 **"Management"** an activity inclusive of control and performed on a daily basis, by person who is principal executive officer of the company, by whatever name that person maybe ignited, and whether or not that person is a director.

1.15 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.16 **"Person"** includes reference to a juristic person.

## MBD 6.1

1.17 **"Rand value"** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

1.18 **"Small, Medium and Micro Enterprises (SMMEs)**" bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

1.19 **"Sub – contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.21 **"Trustee"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.22 **"specific goals"** means specific goals as contemplated in section 2(1)(*d*) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

## **ADJUDICATION USING A POINT SYSTEM**

1.24 The bidder obtaining the highest number of points will be awarded the contract.

1.25 Preference points shall be calculated after prices have been brought to a comparative basis.

1.26 Points scored will be rounded off to 2 decimal places.

1.27 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points of specified goals.

## POINTS AWARDED FOR PRICE SYSTEM

## 1.28 THE 80/20 PREFERENCE POINT SYSTEMS

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

## 80/20

 $Ps = 80 (1 - (\underline{Pt - P \min}) \\ \underline{P \min}$ 

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand of bid under consideration

Pmin = Rand value of lowest acceptable bid

## MBD 6.1

# 1.29 The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R50 million

Specific Goals will be awarded as follows

		mber of Points Preference		
	80/20	90/10		
Within the boundaries of the Mohokare local municipality	10	5		
Within the boundaries of Xhariep District		3		
Within the boundaries of the Free State	4	2		
Outside of the boundaries of the Free State	2	1		

Municipal Account or Lease Agreement of Company to be obtained as evidence

Black owned	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
100%	10	5
51% and above but less than 100 %	8	4
less than 51%	6	3
not black owned	4	2

Share Holding Certificate to be obtained as evidence

(i) A maximum of 20 points may be allocated in accordance with the table above.
(ii) The points scored in respect of Specific Goals contribution contemplated in the table above will be added to the points scored for the price.

## $1.30~\rm{The}~90/10~\rm{preference}~\rm{point}~\rm{system}$ for acquisition of services, works or goods above Rand value of R50 million

Points will be awarded for attaining the Specific Goals status level of contribution in accordance with the following table below:

(i) A maximum of 10 points may be allocated in accordance with the table above.
(ii) The points scored in respect of Specific Goals contribution contemplated in the table above will be added to the points scored for the price.

### **BID DECLARATION**

Bidders who claim points in respect of equity ownership must complete the Bid

Declaration at the end of this form.

80 / 20 preference point system will be used for this Tender

## MBD 6.1

## **DECLARATION WITH REGARD TO SPECIFIC GOALS**

1.31 Name of firm	:
1.32 VAT Registration number	:
1.33 Company Registration number	:

.....

### **TYPE OF FIRM**

Partnerships



Close Corporation

Listed Company

(Pty) Limited

[TICK APPLICABLE BOX]

### **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

### **COMPANY CLASSIFICATION**

Manufacturer

Supplier
----------

Professional service provider

Other service providers e.g. transporters, etc.

## [TICK APPLICABLE BOX]

Mohokare Local Municipality

### **MUNICIPAL INFORMATION**

Municipality where business is situated: \_\_\_\_\_

Registered Account No.:	
-------------------------	--

Stand No.:
------------

## **CONSORTIUM / JOINT VENTURE**

1.34 In the event that preference points are claimed for SPECIFIC GOALS by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the SPECIFIC GOALS Status.

Name of Company (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Company

1.35 I/We, the undersigned, who warrant that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy-
  - (a) recover costs, losses or damages incurred or suffered as a result of that

person's conduct; and

(b) cancel the contract and claim any damages suffered as a result of having to make less favourable arrangements due to such cancellation;

### MBD 6.1

### WITNESSES:

1. .....

SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:
ADDRESS:

.....

Mohokare Local Municipality

## **BID ADVERTISEMENT**



## **Call for Bids**

## APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR VALUATION ROLL OF THE MUNICIPALITY FOR A PERIOD OF FIVE YEARS

Mohokare Local Municipality wishes to invite bidders for 4. the above mentioned tender.

The minimum specifications are detailed in the bid document.

Tender documents are obtainable at **Mohokare Local Municipality website and Etender Portal** 

Closing: 01 AUGUST 2025 Contact Person for queries:

Acting-Chief Financial Officer - Mr. V. Litabe

Instructions dealing with the depositing of bids:

Address bids to:

Mohokare Local Municipality Hoofd Street ZASTRON 9950

and endorse the envelope with the contract number and the closing date.

#### Please note:

- 1. Late bids, telegraphic bids or bids sent by fax will not be considered.
- 2. The lowest or any bid will not necessarily be accepted and the Municipality reserves the right to accept where applicable a portion of any bid.
- 3. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and Services in accordance with a system which is fair, equitable, transparent, competitive & cost effective.

- This Supply Chain Management Policy of the Municipality has been drawn up to give effect to these principles and Preferential Procurement Legislation, and furthermore comply with the provisions of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) and regulations promulgated in terms thereof.
- 5. Bids that are invalid, non-responsible in terms of Clause 7.2.14 of the Supply Chain Management Policy will be disqualified at the opening of the bids.
- Bid documents must be deposited in the bid box not later than **14H00** on the closing date (01 AUGUST 2025)

Mr. MS Mohale Acting - Municipal Manager

## **BID SPECIFICATIONS**

## APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR VALUATION ROLL OF THE MUNICIPALITY FOR A PERIOD OF FIVE YEARS

## SCOPE

The Municipality invites tenders from capable and experienced Professional Associated Valuers registered in terms of Section 20 of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000) for the compilation of the new valuation roll and supplementary valuation in compliance with the Local Government: Municipal Property Rates Act, 2004 [Act no. 6 of 2004] as well as in accordance with the Legal Status of every property, and Land Use Management System **(LUMS)** for implementation on 01 July 2026 and the maintenance of such valuation roll by supplementary valuation in respect of all rateable property situated within the area of jurisdiction of the Mohokare local municipality, for the period 1 July 2026 to 30 June 2031.

### INTRODUCTION

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

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

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

Tenderer(s) will be required to prepare a **project work plan** in terms of **schedule 7** and to adhere to the time schedules detailed therein, as well as paragraph 18 hereof.

The Municipality will provide the Tenderer with certain data as detailed in **paragraph 14** hereof. All data supplied by the Municipality, will be received by the Tenderer at risk. It will be the responsibility of the Tenderer to check and verify the accuracy of data supplied by the Municipality. The Municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.

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

Any further data or information required to fulfill the requirements of the MPRA and the specific requirements of the Municipality, shall be for the sole account and responsibility of the Tenderer.

### QUALIFICATION OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

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

The Tenderer must nominate the person to be designated as the Municipal Valuer by completing

### Schedule 1.

Where the municipality requires the services of a Municipal Valuer, Tenderer shall be entitled to nominate, Assistant Municipal Valuer to be appointed under his control and authority.

In such cases, Schedule 1 and 2 must be completed.

The Municipality reserves the right to:-

Fully investigate the qualifications, experience and performance of the Tenderer(s) nominated person/s in terms of **Schedules 1 and 2** hereof by reference to:

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the nominated person/s within the valuation profession;

• The Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;

• The Municipality reserves the right to interview the nominated person/s;

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

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

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

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of **Schedule 1 and 2**, bind themselves jointly and severally with Tenderer to fulfill all terms and conditions of this Tender together with all schedules.

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

#### SERVICES REQUIRED

The Tenderer will be required to undertake valuations of all rateable property situated within the area of jurisdiction of the Mohokare Local Municipality to be assessed at the date of General Valuation **1 July 2025** as stipulated in this tender document, for the purpose of the compilation of the Valuation Roll, which is to be effective as from **1 July 2026**.

The tenderer will also be required to maintain the valuation roll for the period 1 July 2026 to 30 June 2028 by performing supplementary valuations as and when required by the municipality.

In addition to compiling the said valuation rolls,

Tenderer's nominated person/s will be required to assist the Municipality in:

- The Community Participation and Public Awareness relating to the valuation and objection process.
- The preparation of the Rates Policy in terms of the Act in regard to valuation matters.
- Attending to valuation enquiries on behalf of the municipality.

# Tenderer's nominated person/s will be required to undertake the following functions and/or services in terms of the MPRA and to comply with the provision of the Act:

- 3.1 Valuation of all properties in the municipality in terms of section 30 (2),
- 3.2 Prepare a valuation roll of all properties in the municipality determined in terms of section 30(3),
- 3.3 Valuation of different categories of properties in terms of Section 8(2),
- 3.4 Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by Municipality,
- 3.5 Valuation of Public Service Infrastructure,
- 3.6 Valuation of agricultural properties,
- 3.7 Section 30(2) Compile valuations in terms of Section 7(1) where applicable,
- 3.8 Section 31 Compile the valuation rolls as at date of valuation,
- 3.9 Section 15 Exemptions, reductions or rebates and the review thereof, if required by the municipality
- 3.10 Section 34 Functions of Municipal Valuer,
- 3.11 Section 36 Data Collectors. Assume responsibility for the performance,

3.12 Section 39 – Qualifications of Municipal Valuer,

3.13 Section 40 – Prescribed Delegations,

3.15 Section 41 – Inspection of property within defined days and times,

3.16 Section 42 – Obtain Access to Information as and when required,

3.17 Section 43 – Conduct of valuers,

3.18 Section 44 – Protection of Information,

3.19 Section 45 – Valuation methodology and Section 13 hereof,

3.20 Section 46 - General basis pf valuation,

3.21 Section 47 – Sectional Title Schemes,

3.22 Section 48 – Content of valuation roll, including any additional information that the Municipality may require in terms of this tender,

3.23 Comply with Section 51. Processing of objections, if so required by the municipality,

3.24 Comply with Section 52(1)(3) – Compulsory review

3.25 Comply with Section 53. Notification of outcome of objections and furnishing of reasons,

3.26 Comply with Section 69. Adjustments of valuation roll on outcome of Decision of Valuation Appeal Board.

3.27 Comply with Section 78. Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if and when so required by the Municipality.

3.28 Comply with Section 81 & 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data on valuations for purposes of internal monitoring by the Municipality, as well as monitoring by the MEC for Local Government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.

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

Tenderer will be required to fully comply with the requirements of the Promotion of Access to Information Act, (Act No. 2 of 2000).

In terms of the Promotion of Access to Information Act, (Act No. 2 of 2000), the Municipality is obliged and compelled to provide certain information to the general public.

The Tenderer as part of his function in collecting data on behalf of the Municipality, will be required to comply with the provisions of the Promotion of Access to Information Act , Act No. 2 of 2000,

Accordingly, Tenderer will be required to compile a manual as required in terms of section 51 of the Promotion of Access to Information Act, Act No. 2 of 2000 and that such manual will be attached under **Schedule 10** hereof.

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

This directive should if possible, be incorporated in the manual **[Schedule 10]** submitted in terms of the said Act.

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

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

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

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

### CONFIDENTIALITY

In the process of collecting data and information in terms of section 42 of the Promotion of Access to Information Act, (Act No. 2 of 2000), Tenderer will have access to sensitive and confidential information. All data accessed, obtained or collected by Tenderer and/or data collectors, must at all times be kept confidential and not be disclosed. Tenderer will comply in full with the provisions of section 44 of the said Act.

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

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

### PENALTIES, DEFAULTS AND RETENTION

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

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

Serious default of this contract shall include, but not be limited to the following:

- Non-compliance to submission dates;
- Breach of confidentiality and/or conflict of interest;

• Inadequate valuation performance in terms of sections 51 and 52 of the MPRA and/or the results of any Valuation Appeal Board arising from this tender.

- Inadequate valuation results measured against monitoring;
- Non-compliance with the MPRA and any other conditions referred to in this tender.
- Dishonesty; and
- Corruption

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

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

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

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

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

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

### PENALTIES [PARAGRAPH 18 OF ANNEXURE D REFERS]

1. Delay in complying with stage 1 of the tender, R 500.00 per day until completion.

- 2. Delay in complying with stage 2 of the tender, R 500.00 per day until completion.
- 3. Delay in complying with stage 3 of the tender, R 500.00 per day until completion.
- 4. Delay in complying with stage 4 of the tender, R 500.00 per day until completion.
- 5. Delay in complying with stage 5 of the tender, R 500.00 per day until completion.
- 6. Delay in complying with stage 6 of the tender, R 500.00 per day until completion.
- 7. Delay in complying with stage 7 of the tender, R 500.00 per day until completion.

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

### RETENTION

### The municipality shall retain an amount equal to 10% of all payments made.

5% of such retentions shall be paid over to Tenderer within 21 days of the Final Delivery Certified have been issued by the municipality.

5% will be paid after all objections received have been considered, the objectors/owners have been notified of the outcome of the objection and the necessary adjustments have been captured on the Valuation Roll.

### INSURANCE

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

### VALUATION SUMMARY

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

The following analysis, is an approximate summary of the number of ratable properties to be valued :

DESCRIPTION OF RATEABLE PROPERTY	ESTIMATED NUMBER OF
	ENTRIES
FARMS used for agricultural purposes	2181
AGRICULTURAL HOLDINGS used for purpose other than agricultural	1
FARMS used as farming unit and informal settlements –Small holdings	
FARMS (Municipal)	22
FARMS (State owned agricultural)	27
FARMS (State owned)	8
FARMS used for other purposes	65
MINING PROPERTIES (MIN)	0
NON RESIDENTIAL e.g. Business, industrial	266
RESIDENTIAL (RES)	7754
SECTIONAL TITLE UNITS	0
GOVERNMENT (GOV)	77
MUNICPALITY (MUN)	3019
PUBLIC BENEFIT ORGANISATIONS (PBO)	5
PLACE OF WORSHIP (PW)	52
PUBLIC SERVICE INFRASCTRUCTURE (PSI)	8
OTHER	67
TOTAL ESTIMATED NO. OF ENTRIES	11 248

Tenderer(s) shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll, an adjustment based on the actual number of entries as reflected in the **Property Register**, will be made and compared to the above estimate. The tender price will then be adjusted pro rata on the difference of entries and the fees will be calculated on the type of category relating to the entry under item 2 of **Schedule 3** hereof.

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

Tenderer shall provide the Municipality with documented proof of the total number of entries contained in the **property register** and the Municipality reserves the right to check, audit and verify such entries.

### SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on an annual basis for the following periods:

1 July 2027 to 30 June 2028

1 July 2028 to 30 June 2029

1 July 2029 to 30 June 2030

1 July 2030 to 30 June 2031

Tenderer will be required to submit a certified supplementary valuation roll on or before 31 March 2027 of each year prior to the effective date of 1 July 2027.

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

For the valuation of new townships, the Tenderer will be remunerated for each entry in the Supplementary Valuation Roll, as well as each adjustment of the Township Owner's Interest : Provided that the Township Owner's Interest, **will be adjusted only once per month** in cases where stands have been transferred. The Township Owner's Interest, will be regarded as the remainder of the township for which only one entry will be reflected in the Valuation Roll, unless specifically otherwise requested.

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

This will entail the following:

- Identify all changes to cadastral due to consolidation, sub-divisions as well as township establishments.
- Update cadastre within the GIS and supply the Municipality with a new GIS Shape file.
- Ensure that there is a direct link between the cadastre and the updated valuations.

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

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

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

Tenderer shall if required by the Municipality as part of the maintenance of the valuation roll, to annually, re-inspect and review the valuations relating specifically to properties subjected to sections 9 [properties used for multiple purposes] and section 15 [exemptions, reductions and rebates] of the MPRA.

### OBJECTIONS

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

The cost of complying with the objection process, is reflected in **SCHEDULE 3**.

### APPEALS

The Tenderer must attend all hearings of the Valuation Appeal Board. The cost of attending to the hearings, is reflected in **SCHEDULE 3**.

### DATA COLLECTION AND DATA COLLECTION SYSTEMS

- Tenderer will be fully responsible to obtain all data necessary by the Tenderer to compile the Valuation Roll and Supplementary Valuation Rolls.
- The data collected by the Tenderer, must be capable of being checked, audited, verified and monitored.
- The Municipality will establish or have to establish whether the standard of data collection, is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognized South African bodies relating to the valuation profession.
- If the findings of the Municipality and/or the said described bodies, indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give the Tenderer 30 days written notice setting out their findings and request the Tenderer to rectify such default, failing which, the Municipality shall be entitled to cancel this tender without further notice.
- The Tenderer will be given the opportunity to explain to the Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by the Tenderer.
- The collection of data on behalf of the municipality is critical in the determination of true and accurate municipal valuations. All data collected by the tenderer in no matter what format, will remain the property of the municipality.
- Where tenderer has made use of aerial photography and or satellite imagery utilizes at his discretion and/or supplied by him either voluntarily or on behalf of the municipality, such aerial photographs and/or satellite imagery, will become the data of the municipality and the tenderer shall have no lien thereon.

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

In all cases, the following data will be recorded: Legal description of the property [Deeds Office Data]

Extent of property

Date of purchase (where available)

Purchase price (where available)

Multiple use (if applicable)

Name of owner (including part owners)

Street address (where available)

Zoning and use In addition to the above data, the following minimum data is required:-

### **RESIDENTIAL ERVEN AND BUILDINGS**

Age

Adverse features i.e. next to informal settlement, busy road, etc.

Condition and rating

Number of storeys

Quality

Size of dwelling/s, outbuildings and other structures on the property

Special features i.e. swimming pool, walling

Topography/slope

View

#### SECTIONAL TITLE RESIDENTIAL SCHEMES

Age

Adverse features

Condition of section

Condition of scheme

Developable Land reserved for future extension to scheme

Erf no (cross referred)

Exclusive use area

Floor level

Name of scheme No of storeys in the scheme Participation quota Positive features Registration no of scheme Unit and flat no Unit type i.e. simplex, duplex, etc View 12.3 **INCOME PRODUCING PROPERTIES** Condition rating Description of units i.e. 12 x 1 bedroom flats, 6 x ground floor shops Expense ratio to gross income Gross building area Rentable or usable area Other income factors e.g. car bays Quality of building rating Rentals actual and/or estimates provided by agents, tenants, landlords etc Sales capitalization rates and other information obtained from agents, brokers, purchasers etc. Surplus developable land Turnover contribution if available 12.4 SPECIALISED PROPERTIES

Data relating to specific type of property e.g. number of beds in hospital, number of rooms, bungalows etc.

Schedule reflecting description and use of buildings.

Size of all buildings

### 12.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

[MOSTLY FARM PORTIONS LARGER THAN 20 HA]

Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc

Description of all buildings including use, condition and functionality.

Investigation : land claims, land tenure, squatters etc.

Schedule of estimated building sizes

Postal addresses of owner of the unit/property

### 12.6 AGRICULTURAL SMALL HOLDINGS

### [MOSTLY SMALLER THAN 20HA]

Where used as a farming unit 12.5 will apply

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

### 12.7 URBAN VACANT LAND

Adverse features

Positive features

Soil conditions

Services

Topography/slope

View

### 12.8 MINING LAND

All data relating to the freehold, including inter alia offices, hostels, dwellings etc.

Buildings must be measured and fully described.

### Mining equipment and/or machinery i.e. shafts, headgear etc are excluded.

Where mining land is held under separate mining title, all details of the activities relating to the title, must be stated in full, including inter alia:- size and description of buildings and improvements that are not deemed to be plant or equipment.

### 12.9 REGISTERED LEASES

Salient features of the lease and detail of buildings pertaining to these

### **12.10 PUBLIC INFRASTRUCTURE**

All relevant data including description, size and use of buildings.

NB! All equipment and/or machinery relating to public infrastructure must be excluded from the valuation process.

### 12.11 GENERAL

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

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

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

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

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

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

If building plans are used, it must be verified and checked against actual buildings erected on the property and the data collected, must reflect an "as is" situation found on the site. Categories of properties as well as multiple purpose properties are to be reflected. Actual use and town planning zonings are to be reflected. **This includes illegal uses**.

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

The Municipality does not guarantee the accuracy or correctness of any data supplied

to the Tenderer and it is the responsibility of the Tenderer to check and correct any such

data supplied.

Tenderer(s) must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 8 hereof. [Valuation summary] The valuation roll must be fully compatible with the billing system of the Municipality. Other data must be capable of being adapted to other systems of the Municipality.

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

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

- 1. Current Valuation Roll;
- 2. Copies of all Supplementary Valuation Rolls;
- 3. Available data such as field sheets, valuation records etc.

### OPTIONS

The Municipality will specify which of the following data it will make available to Tenderer and what data it requires the Tenderer to obtain at his cost. **(Indicate with a tick what is applicable)** 

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/satellite imagery		x
2	Building plans		x
3	Bulk deeds download at commencement date		x
4	Cadastral		x
5	Copies of all offers received to purchase and/or lease Municipal properties	x	
6	Copies of all sales/rental agreements relating to properties sold by the Municipality, whether registered or not	x	
7	Copies of all consent use applications received, approved or declined	x	
8	Copies of all township applications, rezonings, consolidations, notarial ties submitted to the Municipality	x	

### 13.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL
	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
9	Copies of all approvals and/or rejections by the Municipality of applications mentioned in paragraph 8 supra	x	
10	Copies of all policy decisions relating to immovable property within the Municipality	x	
11	Copies of water and electricity deposits relating to properties not previously connected.		x
12	Development Plans		x
13	Geographic Information System		x
14	Monthly clearance certificates		x
15	Monthly Deeds downloads		x
16	Occupation Certificates	x	
17	Planned roads and other infrastructural services, i.e. proposed reservoirs, power	x	
	lines, sewer mains, water mains, etc.		
18	Reports on properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	x	
19	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc		x
20	Town planning scheme	x	
21	With each approved rezoning, consolidation, subdivision township proclamation, or opening of a township register :	x	
	- Copy of proclamation notice		
	- Copy of proclamation :		
	Amendment scheme		

- Copy of undersigned Map 3	
and scheme clauses	
- Services agreement and	
section 82 Certificate	
[Ord 15 of 1986]	
- Approved SG-diagrams	

#### 13.3 SUPPLEMENTARY VALUATION ROLL

The Municipality will specify which of the following data it will make available to the Tenderer and what data it requires the Tenderer to obtain at his cost. **(Indicate with a tick what is applicable)** 

#### DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/satellite imagery		x
2	Building plans and schedule of monthly completed buildings. [certificate of occupation]		x
3	Cadastral monthly updates		x
4	Monthly copies of all offers received to purchase and/or lease Municipal properties	x	
5	Monthly copies of all sales/rental agreements relating to properties sold by the Municipality whether registered or not	x	
6	Monthly copies of all consent use applications received, approved or declined	x	
7	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to the Municipality	x	

8	Monthly copies of all approvals and/or rejections by the Municipality of the applications mentioned in paragraph 7 supra	x	
9	Monthly copies of all policy decisions relating to immovable property within the Municipality	x	
10	Monthly copies of water and electricity deposits relating to properties not previously connected		x
11	Development Plan and changes thereto		x
12	Geographic Information System Monthly maintenance thereof - if applicable		x
13	Monthly clearance certificates		x
14	Monthly Deeds downloads		x
15	Monuments and Heritage buildings declared from time to time		x
16	Occupation Certificates		x
17	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. ongoing basis		x
18	Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements. ongoing basis		x
19	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.		x
20	Town Planning Scheme. [Updates thereof]	x	

20	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
21	With each approved rezoning, consolidation, subdivision township proclamation, or opening of a township register :	x	
	- Copy of proclamation notice		
	- Copy of proclamation :		
	Amendment scheme		
	- Copy of undersigned Map 3		
	and scheme clauses		
	- Services agreement and		
	section 82 Certificate		
	[Ord 15 of 1986]		
	- Approved SG-diagrams		
22	Annual inspection and review of section 9 &15 properties referred to in the MPRA		x
23	Approved SG-diagrams		x
24	Notices appearing in Government/Provincial gazettes relating to properties situated within the Municipality		x
25	Annual review of Rates Policy [COPY THEREOF]		x

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

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

#### 14. PRINTING AND BINDING OF ROLLS

The Tenderer shall be responsible for providing 2 hard copies of the valuation roll, **one of which will be certified by him**. The valuation rolls shall be printed in A4 format, and shall be appropriately indexed.

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

Additional copies of the valuation roll and/or supplementary valuation roll will be as indicated in **Schedule 3** hereof. FORMAT OF THE VALUATION ROLL AND THE SUPPLEMENTARY VALUATION ROLLS

#### 15. VALUATION SYSTEM

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

15.1 If a mass valuation system is used by the Tenderer, the system must be compatible with the valuation system of the Municipality [if applicable]

15.2 The valuation system must be compatible with the GIS system utilized by the Municipality, as well as other management systems that are affected by the valuation process.

#### 15.3 The valuation system must be compatible with the billing system of the Municipality

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

15.5 The system must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.

#### 15.6 In the case of property data

#### The valuation system must be able to store changes relating to inter alia:

Land use, zonings, size, subdivisions, consolidations, excisions, notarial ties, etc.

Current and previous owners

Date of sale and transfer

Sales price

Title Deed numbers

Servitudes

Caveats

Type of sale i.e. vacant or improved

#### 15.8 In the case of Valuations

All current and future valuations

All changes to valuations to be historically reflected

Ability to produce monthly supplementary rolls for auditing and checking purposes

15.9 <u>Objections</u>

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

Name of objector,

Name of owner,

Objection number,

Entry required by objector,

Decision of Valuer,

Reasons of Valuer,

Decision of Valuation Appeal Board,

Existing valuations and valuations reflected in the valuation roll,

Adjustments made by the Valuation Appeal Board,

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

#### 15.10 <u>Other</u>

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

Building plan data used in the valuation process, site plans, aerial photographs, GIS data, and all other pertinent data on a historic basis. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this tender, pertaining to that erf, can be extracted by reference to that erf.

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

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

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

directly from the deeds offices, as well as recording and linking properties from various databases with the property key number of the Surveyor General.

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

#### All data collected by tenderer, remains the property of the municipality.

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

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

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

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

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

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

- The Tenderer will ensure that all data collected manually on paper is scanned into PDF document "read only" format.
- The Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- The Tenderer shall enforce all other static documents formats are set as "read only" and set the relative permissions on GIS and all third party data.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- The Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the Municipality.
- The Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderer(s) appointed network administrator/s only.
- The Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.

- The Tenderer will ensure that data which is available to the public and not of a confidential nature is in "read only format" and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service provider's infrastructure.
- The Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- The Tenderer may make use of approved "open source" software products available on the market, to build proprietary systems, provided prior approval is obtained from the Municipality in writing.
- All data output from a relational database system will be provided and made available in an approved format to the Municipality.
- The Tenderer will ensure that all data is backed up on a daily basis and verified.
- The Tenderer will ensure that 2 sets of media be created and used for backup purposes. Each set will be used and alternated on a separate weekly basis.
- The Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- The Tenderer will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- The Tenderer will ensure that this backup cycle be enforced for the duration of the tender.
- The Tenderer will adhere to and implement the backup software vendors 'best practice' specifications.
- The Tenderer will adhere to and comply with the backup hardware manufacturers specifications.
- The Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

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

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

#### 16.2 DATA TRANSFER

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

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

The Tenderer will ensure that a minimum of LTO 2 Tape Backup technology or equivalent is utilized on a daily basis.

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

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

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

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

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

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

#### 16.3 GENERAL

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

#### 17. KEY TASK FUNCTIONS

The Tenderer(s) will be required to follow the stages set out below and adhere to the following deadlines: (Must be completed by Tenderer) [GUIDELINES PROVIDED]

			Guideline periods
STAGE	DESCRIPTION	DEADLINE DATE	PERIOD
1	Initial data collection: download deeds information; valuation rolls; establishment of master files; compare the newly created property master file and the existing municipal valuation records.	<ul> <li>(30 Nov 2018 -15 August 2025 deeds dump)</li> <li>3 August 2025</li> <li>To</li> <li>15 September</li> </ul>	1 months

		r	[
2	Valuers must start to collect new data for valuations: including inspections; data capture; sales; measurements; rentals; expense ratios etc. Submit draft valuation roll.	15 September 2025 To 15 December 2025	3 months
3	Compiling valuations: internal monitoring of valuations including accuracy of data; review of sales and valuations between date of commencement and date of valuation; correction of roll.	15 September 2025 To 15 December 2025	3 Months
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	15 August 2025 ( (Tentative Date of valuation)	
5	Submission of final certified valuation roll to Municipal Manager	30 January 2026	
STAGE	DESCRIPTION	DEADLINE DATE	Guideline periods
6	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the Municipality.	30 January 2026	
7	Objections process as per MPRA	02 Febraury 2026 To	2 Weeks
		14 February 2026	
8	Processing and review of objections	6 April 2026 To 6 May 2026	1 Month
9	Lodging of Appeals on outcome of objections	1 August 2026 to	1 month

		1 September 2026	
10	Hearings : Attend Valuation Appeal Board hearings	1 June 2026	
	Appear board nearings	То	4 months
		31 September 2025	
11	Attending to all valuation enquiries	1 February 2026	
	enquines	То	5 years
		31 July 2031	
12	Submission of all data and copies		
	thereof to the Municipality.	30 January 2026	
		( Section 85 of the MPRAA)	

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

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

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

Failure to meet the deadlines in regard to the submission of draft and certified valuation rolls, will result in delays in the finalization of the annual Rates Policy, which will ultimately affect the determination of the Assessment Rates Structure of the Municipality.

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

Payments will be effected on a pro-rata basis, payable either at the end of a stage or in

progressive performance related payments during a stage.

#### **18. MINIMUM REQUIREMENTS PER STAGE:**

#### Stage 1: DOCUMENTATION

Obtain the following:

Copy of current valuation roll

- . All supplementary valuation rolls
- . Cadastral information
- . Aerial photographs

Bulk Deeds download.

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

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

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

Order aerial photographs if not supplied by municipality.

#### Stage 2: DATA COLLECTION:

Includes: -

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

Use of aerial photographs for identification and/or electronic measurement.

#### Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

#### Stage 4: INTERNAL MONITORING OF VALUATIONS:

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

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

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

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

#### Stage 5: SUBMISSION OF DRAFT ROLL:

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

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

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

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

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

#### Stage 7: OBJECTION PROCESS:

Property owners and other interesting persons are allowed to inspect the roll and to lodge objections against matters reflected or omitted from the roll in terms of section 50(1)

Objections will be received by the municipality during the objection period as determined in the public notice by the municipal manager in terms of section 49 of the MPRA.

#### Stage 8: PROCESSING AND REVIEW OF OBJECTIONS

Receive objections in terms of section 50(5) from Municipal Manager.

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

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

#### Stage 9: LODGING OF APPEALS

Property owners and interested persons which are not satisfied with the decision of the municipal valuer in terms of section 51 may lodged an appeal to the Municipal Manager in terms of section 54.

#### Stage 10: VALUATION APPEALS BOARD HEARINGS:

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

#### Stage 11: ATTENDING TO ALL VALUATION ENQUIRIES:

The Tenderer will attend to all valuation enquiries from time

to time regarding the valuation roll and supplementary valuation rolls.

## Stage 12: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY AND ISSUING OF FINAL DELIVERY CERTIFICATE

The Tenderer(s) will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter, that a copy of all data in their possession, has been provided to the Municipality in either an **electronic or hard copy format.** A final delivery certificate can only be issued once this provision has been fulfilled.

To enable the Municipality to issue a final delivery certificate, the Tenderer shall issue a

signed declaration that he has transferred copies of all data in either an electronic or hard copy format to the Municipality and will continue to do so at monthly intervals thereafter.

#### **19. PUBLIC PARTICIPATION AND AWARENESS:**

The Tenderer(s) may be required to attend meetings in regard to the Rating Policy, as well as being involved in public awareness relating to the valuation process. The Tenderer(s) may be required by the Municipality

to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **SCHEDULE 3** hereof.

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

#### 20. METHODS OF PAYMENT:

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

STAGE NO	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	10%	V	
2	Data collection	30%		<b>√</b>
3	Valuation compilation	20%		<b>√</b>
4	Internal monitoring	-		
5	Submission : Draft Valuation Roll	5%	√	
6	21 days after the Certified Valuation Roll has been Submitted to the Municipal Manager Municipality	5%	V	
7	Objection process and completion of reasons	10%	√	
8	Hearings : Valuation Appeal Board	10%	At conclusion of the hearings, or if the date of the	

			Appeal Board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.	
9	Submission of data to the Municipality and the issuing of a final delivery certificate by the municipality	10% 100%	V	

## 21. SCHEDULE OF FEES

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

For the tenderer(s) to be considered for the next phase of evaluation, they must achieve **a minimum rating of 50% for** functionality.

#### 23. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

The Tendered is required to provide a GIS, the following will be the minimum requirements and specifications of such a system.

#### 23.1 GENERAL DESCRIPTION OF SERVICE

The Tenderer will employ a GIS in a supportive role to:

- . Identify and describe the cadastral boundaries of each property within the Municipal area;
- . Guide Valuation Inspectorate to the sites to be inspected;

. Balance the properties of the Municipal area with the entries registered in the Deeds Office, as well as the Surveyor-General;

. Display geo-referenced aerial photographs of the area so as to provide the

Valuer; with a clear picture of the subject properties;

. Maintain the cadastral data during the maintenance period so as to reflect the properties contained in the valuation roll at all times.

#### 23.2 GIS DATA STANDARDS

The following minimum standards will apply in respect of the GIS data format and

compatibility:

. All GIS data will be available in a format compatible with the GIS of the Municipality;

. Cadastral data will be available in geographic co-ordinates on the WGS84 datum:

. The sizes of cadastral entities represented by means of the GIS, shall match the registered size of such properties, subject to a deviation of acceptable tolerance;

. A copy of all aerial photography used by the Tenderer will be provided to the Municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll;

. The Municipality must state the maximum age of aerial photography and/or satellite imagery to be used. As a guide line where no spatial data base representing footprints of buildings is available, older aerial photographs which are more economical to obtain can be used. However, where aerial photographs are required to detect changes in the data from year to year, only new photographs can be used.

. Despite the age of the aerial photography used in the valuation process, it remains the responsibility of the Tenderer to ensure that the data reflected on the valuation roll, is an accurate and true reflection as at date of valuation of what is found on the properties comprising the roll. The Tenderer(s) must therefore use ground control measures to verify and confirm the results obtained from aerial photography.

. The GIS shall be fully compatible with the Tenderer(s) valuation system, as well as being compatible with the Municipal system.

#### 23.3 SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

Where Tenderer is required as a condition of tender to supply such photography in terms of item 1, paragraph 14.2 hereof. The following minimum specifications will apply:

DESCRIPTION	SPECIFICATION	

	Urban	Rural
Colour	Nice to have but pand	hromatic will suffice
Scale of negatives	1:10 000	n.a.
Off-nadir angle	0° - 15°	
Divital format	Tiff or Mr. Cid with th	o oppliaable world file (* tifu or * cidu)
Digital format		e applicable world file (*.tifw or *.sidw).
Projection	Transverse Mercator	29° East
Datum	WGS84	
Accuracy	<= 1m	5m to 15m
Resolution	<= 0,25m	0,50m to 1,25m
Ground control	Yes	No
Ortho rectification	Yes	Yes
Mosaicing	Yes	Yes
Geo-referencing	Yes	Yes

Collection method	Aerial photography	Aerial photography or satellite imagery
Application	Suitable for capturing footprints of buildings and structures as well as broad land uses	Suitable for capturing broad land uses and identify position and approximate size of buildings and structures
Cloud cover	<5%	

#### 22. **TENDERERS EVALUATION**

#### FUNCTIONALITY OF TENDERER

#### THE FOLLOWING CRITERIA WILL BE USED TO EVALUATE FUNCTIONALITY

#### FUNCTIONALITY EVALUATION CRITERIA

A minimum point's threshold of 70% (70 out of a total of 100 points) is required. Service providers failing to score the minimum points for functionality will be considered as non-responsive and will render the bid disqualified. <b>Functional</b> <b>Criteria</b>	Details	Points
Proven track record (reference letters/appointment letters to be attached).	Maximum 10 years Municipality Institution	0-5 yrs:10pts 30 5-10yrs:20pts 10+yrs:30pts
Organisation and staffing Experience in key staff (assigned personnel) in relation to scope of work.	Project Leader	0-5yrs: 10 20 5-10yrs:15 10+yrs: 20
	Supporting team staff	0-2yrs: 5pts 10 2-5yrs:10pts
Organisational structure attached	Organisational structure attached	Yes:10pts 10 No:0pts

Qualification & certification	Project	Leader:	Yes:15pts	30
	degree/honours		No:0pts	
	Registered with provide the provided the second sec	ofessional	Yes:15	
			No:0pts	

## **SECTION A**

### YOUR MAIN CONTROLLING COMPANY

Supply information regarding the following

## 1. <u>NAME</u>

## 2. ADDRESS

## 3. SHAREHOLDERS of your controlling Company

(Indicate extent of shareholding especially shareholding of previously disadvantaged groups in your Controlling Company)

#### 4. **DIRECTORS**

Initials & Surname	ID Number	Citizenship	SPECIFIC GOALS Compliant Yes/No

### 5. MANAGEMENT STRUCTURE

Kindly supply information regarding positions held by Black people as defined in the SPECIFIC GOALS act.

#### **\* DEFINITION**

"Black People" is a generic term which means Africans, Coloureds and Indians

## **CONTRACT FORM – RENDERING OF SERVICES**

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

## PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- I hereby undertake to render services described in the attached bidding documents to (name of the institution) .....in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number...... at the price/s quoted. My Offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the 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
    - Proof of banking
    - Municipal rates and taxes
    - Registration documents
    - Pricing schedule(s)
    - Filled in task directive/ proposal
    - Preference claims in terms of the Preferential Procurement Regulations 2017
    - Declaration of interest
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (Specify)
- 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 services 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 fulfilment 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 authorized to sign this contract

NAME (DDINT)	
NAME (PRINT)	 WITNESSES
CAPACITY	 1
SIGNATURE	
NAME OF FIRM	 2
DATE	 DATE:

## **CONTRACT FORM – RENDERING OF SERVICES**

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I .....in my capacity as .....accept your bid under reference number ......dated .....dated
   for the rendering of services indicated hereunder and/ or further specified in the annexure(s).
- 2. An official order indicating service delivery instructions is forthcoming.
- 3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 days after receipt of an invoice.

Description of service	Price (VAT Incl.) R	Completion date	Preference Points claimed for SPECIFIC GOALS status

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

SIGNED AT..... ON.....

NAME (PRINT).....

WITNESS

1. .....

2..... DATE: .....

SIGNATURE&MUNSTAMP.....

## MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document forms part of all bids invited.

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

3. The bid of any bidders may be rejected if that bidder or any of its directors have:

- (a) Abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- (b) Been convicted for fraud or corruption during the past five years;
- (c) Wilfully neglected, reneged on or failed to comply with any government, municipal or other 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 (No 12 of 2004)

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

Item	Question	Yes	No
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		
	(Companies or person's by the National Treasury after the audi		
	alteram partem rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender		
	Defaulters in terms of section 29 of the Prevention and Combating of		
	Corrupt Activities Act (No 12 of 2004)		
	(To access this Register enter the National Treasury's website,		
	number (012) 326 5445.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of it 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?		
4.3.1	If so, furnish particulars:		

4.4	Does the bidder or any of its directors owe any municipal rates and taxes		
	or municipal charges to the municipality / municipal entity, or to any other		
	municipality / municipal entity, that is in arrears for more than three		
	months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

## **CERTIFICATION**

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

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

Signature Date Date Position Name of Bidder

## **MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1. This Municipal Bidding Document (MBD) must form part of all bids invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - (a) take all reasonable steps to prevent such abuse;
  - (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

## (Bid Number and Description)

in response to the invitation for the bid made by:

## (Name of Municipality)

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

I certify, on behalf of:

\_\_\_\_\_that:

## (Name of Bidder)

1. I have read and I understand the contents of this Certificate;

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

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

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

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

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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


Signature

Date

.....

Position

Name of Bidder

.....

## FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

#### CONTRACT NO: SCM/MOH/04/2025

# APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR VALUATION ROLL OF THE MUNICIPALITY FOR A PERIOD OF FIVE YEARS

#### **OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

## APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR VALUATION ROLL OF THE MUNICIPALITY FOR A PERIOD OF FIVE YEARS

The Tenderer, identified in the offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAXIS

#### .....

..... rand [in words]; R ...... [in figures],

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

Signatures (s)		
Name(s)		
Capacity		
	[Name and address of organisation	1]
Name and signature Of witness	D	ate

## ACCEPTANCE

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

The terms of Contracts are within the Tender Document.

The Tenderer shall within two weeks 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 Contract Data) to arrange to the delivery of any bonds, guarantees, proof of insurance and other documentation to be provided in terms

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document. Unless the Tenderer (now Consultant) within five working 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.

Signatures (s)		
Name(s)		
Capacity		
	[Name and address of organisation]	
Name and signature Of witness	Date	

## **GENERAL CONDITIONS OF BID**

#### 1. **INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Mohokare Local Municipality.

#### 2. <u>EXTENT OF BID</u>

This contract is for the **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR VALUATION ROLL OF THE MUNICIPALITY FOR A PERIOD OF FIVE YEARS** 

#### 3. <u>CONTRACT TO THE BINDING</u>

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfillment of this contract.

#### 4. <u>MODE OF BID</u>

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. *The lowest or any Bid will not necessarily be accepted.* 

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

## 5. <u>QUALITY</u>

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

#### 6. **INSURANCE CLAIMS, ETC.**

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

## 7. <u>SIGNING OF DOCUMENTS</u>

Bidders are required to return the complete set of documents duly signed.

## 8. <u>PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING</u> <u>DATE</u>

All Bids must remain valid for a period of 90 (Ninety) days from the closing date as stipulated in the bid document.

### 8.1 <u>PENALTY PROVISION</u>

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfill the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favorable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

## 9. <u>VALUE ADDED TAX</u>

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

### 10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

#### 11. <u>AUTHORITY TO SIGN BID DOCUMENTS</u>

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

#### 12. <u>SAMPLES</u>

No sample required.

### 13. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within the 90 (Ninety) days of the tender validity and will be required to deliver within 21 days upon appointment.

#### 14. <u>DELIVERY PERIODS</u>

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality on the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

#### 15. <u>CLOSING DATE / SUBMITTING OF BIDS</u>

Bids must be submitted in sealed envelopes clearly marked *"APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR VALUATION ROLL OF THE MUNICIPALITY FOR A PERIOD OF FIVE YEARS"* the Bid must be deposited in the bid box, Mohokare Municipal Offices, Hoofd Street, Zastron, by no later than 14H00, **01 AUGUST 2025**. Thereafter bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bidders will not be considered.

#### 16. **<u>BID ENQUIRIES</u>**

Supply Chain related queries	: Senior SCM Accountant
	Mr. T. Lebete 064 472 2549
	<u>thabiso@mohokare.gov.za</u>
Technical related queries	: Acting- Revenue Manager
	Mr. D. Rannetla 0768284069
	diphapang@mohokare.gov.za