MATJHABENG LOCAL MUNICIPALITY

BID DOCUMENT

TENDER NUMBER: BID/03/2026-27

GENERAL VALUATION AND PREPARATION OF THE VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2026 AND PREPARATION AND UPDATING OF VALUATION ROLLS FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2031

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Monday 23 November 2026
Time: 14:00
Venue: Municipal Civic Centre, 319 Stateway, Welkom, 9460

BIDDING RELATED ENQUIRIES	TECHNICAL ENQUIRIES
Finance Dept.: Supply Chain Management Unit Matjhabeng LM Mr. L Sebatane Tel: 057 391 3911 E-mail: lesibos@matjhabeng.co.za	Finance Dept:. Revenue Management Unit Matjhabeng LM Mr. S Sejake/Mrs. M Mofokeng Tel: 057 916 7419/ 057 916 7400 E-mail: saint.sejake@matjhabeng.co.za/ mannana.mofokeng@matjhabeng.co.za

NAME OF BIDDER* : .....

PHYSICAL ADDRESS* : .....

: .....

: .....

PHONE NUMBER(S)* : .....

E-MAIL* : .....

CSD REG NO* : .....

B-BBEE LEVEL OF CONTRIBUTION* : .....

TOTAL BIDDING PRICE (VAT INCL.)* : .....

Sealed and clearly marked bids must be placed in the Bid Box at the Municipal Offices, **Municipal Civic Centre, 319 Stateway, Welkom not later than 14:00 pm of the closing date.**

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PART 1

PART 1.1: INVITATION TO TENDER

BID INVITATION

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA APPLICABLE	PRICE (NON-REFUNDABLE)	COMPULSORY BRIEFING SESSION	CONTACT PERSON (TECHNICAL)	CLOSING DATE AND TIME
BID/03/2026-27	GENERAL VALUATION AND PREPARATION OF THE VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2026 AND PREPARATION AND UPDATING OF VALUATION ROLLS FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2031	1. MANDATORY 2. FUNCTIONALITY 3. 80/20 OR 90/10 FOR PRICE & SPECIFIC GOALS (CRITERIA INSIDE THE TENDER DOCUMENT)	DOWNLOADABLE FOR FREE ON E-TENDER PORTAL OR PRINTED DOCUMENT AVAILABLE AT THE MUNICIPAL MAIN BUILDING AT R600,00 (SEE ADDRESS BELOW)	N/A	MR S SEJAKE / MRS. M MOFOKENG TEL: 057 916 7419/ 057 916 7400 EMAIL: SAINT.SEJAKE@ MATJHABENG.CO.ZA/ MANNANA.MOFOKENG@ MATJHABENG.CO.ZA	23/11/2026 MONDAY 14:00

All SCM related enquiries must be directed: Lesibo Sebatane 057 391 3911 (lesibos@matjhabeng.co.za) or Sylvia Malgas 057 391 3911 (sylvia.malgas@matjhabeng.co.za)	**PAYMENTS CANNOT BE MADE AT THE SUPPLY CHAIN MANAGEMENT OFFICE** **PAYMENTS CAN BE MADE AT THE CASHIERS** • Welkom Offices	**ALTERNATIVELY DIRECT OR ELECTRONIC DEPOSITS TO THE MUNICIPAL BANK ACCOUNT:** **ABSA BANK, ACCOUNT NO: 4053705465, BRANCH CODE: 632 005,** **REF: TENDER NUMBER**
AVAILABILITY OF DOCUMENTS: 21/10/2026	**DOCUMENTS CAN BE COLLECTED AT: MATJHABENG LOCAL MUNICIPALITY MAIN BUILDING, ROOM 108 C/O RYK AND STATEWAY STREET WELKOM 9460**	**ALL TENDER DOCUMENTS TO BE SUBMITTED AT:** **MATJHABENG LOCAL MUNICIPALITY** **IN THE TENDER BOX PLACED AT THE ENTRANCE OF MUNICIPALITY OFFICES** **C/O RYK AND STATEWAY STREET** **CIVIC CENTRE** **WELKOM** **9460**

PLEASE NOTE:

1. 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 and cost effective **2. No bid(s) will be accepted from a person in the service of the state 3.** The following shall not be considered; - (i) Tenders received after the closing date and time determined here-in (ii) Tenders of which the envelopes have not been duly marked for identification (iii) Telegraphic, faxed and telephonic tenders or those completed in pencils **4.** The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders **5.** Matjhabeng Local Municipality reserves the right to appoint or not appoint **6.** Municipal Supply Chain Management Policy and Preferential Procurement policy Framework Act No 5 of 2000 and its regulations will be applied **7.** In case where the bid validity period is not indicated in the bid document the validity period shall be 90 days from the closing date of the bid. The Municipality will only communicate the outcome of the bid with the successful bidder.

_____

Acting - Municipal Manager
Mr. T Panyani

PART 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

1.2.4 Cost of Tender Documents

Downloadable for free on the municipal website or e-tender portal or printed document available at the municipal main building at R600,00.

1.2.5 Registration on Central Supplier Database

The Municipality may award tenders to prospective suppliers who are not registered on the Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Do not use pencils or correction fluid to make corrections. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. All MBD forms in the tender must be completed and signed by the authorized signatory. Part 5: DECLARATION must be completed and signed by the authorized signatory. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing and re-arranged pages will result in the disqualification of the tender.

(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity must be cleared with contact person for the tender before the tender closure.

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Compliance Status Letter and PIN

(a) A copy of a Tax Compliance Status Letter and PIN, obtainable from South African Revenue Service (SARS) offices or printed from the SARS website may accompany the bid documents. The onus is on

the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member may submit a separate Tax Compliance Status Letter and PIN, obtainable from the SARS offices or printed from the SARS website, with the bid documents. The onus is on the bidders to ensure that their tax matters with SARS are in order.

(c) The Tax Compliance Status PIN will be verified by the Municipality on the SARS website.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

(a) When applicable, the bidder's CIDB registration certificate must be included with the tender, failure to provide the required CIDB Certificate will disqualify the bid.

(b) In case of a Consortium/Joint Venture a Consolidated CIDB certificate must be attached, failure to do so will disqualify the bid.

(c) The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) A copy of the bidder and all its director(s) municipal account (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such copies does not accompany the bid document of the bidder, the bid will be disqualified.

(b) Any bidder/director who is in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three (3) months before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that municipal rates and taxes or municipal charges are not owing for more than three (3) months.

(d) In the case of a Consortium/Joint Venture all bidders and its directors must submit municipal accounts or lease agreements, failure to do so will disqualify the bid.

1.2.9 Authorized Signatory

(a) A copy of the recorded resolution taken by the board of directors, members, partners, or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the bid document on submission time.

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

(c) If such a copy of the resolution does not accompany the bid document of the successful bidder, the bid will be disqualified

1.2.10 Site/Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated. Failure to do so as and when required will result in the disqualification of the tender.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such item to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in **the Tender Box at the entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 14:00 pm of the closing date. Municipal postal address is not used for this purpose. Only bids hand delivered to the tender box will be accepted.**

(b) Faxed, e-mailed and late tenders will not be accepted.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

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

1.2.16 Opening, Recording and Publications of Tenders Received

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

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

The criteria of evaluation will be in three stages as listed below:

- Stage 1 : Administrative compliance
- Stage 2 : Functionality
- Stage 3 : Financial Offer and Preference Evaluation

Administrative Compliance

Over and above the test for responsiveness as described under Part 1.2 of the tender conditions and information, failure of the bidder to submit the following will result in immediate disqualification:

1. Certificate of authority for signatory in the Company Letterhead.
2. Joint Venture (JV) Agreement/Disclosure (if applicable).
3. Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified copy(s) of Identity Document(s) of all Shareholder(s) as per Registration Certificate. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
   Certification must not be older than six (6) months.
4. Municipal Account for the month preceding the tender closure date of the Bidder and its Director(s) which is not more than three (3) months in arrears/Lease Agreement of the Bidder and its Director(s) with proof that municipal rates and taxes or municipal charges are not owing for more than three (3) months. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
5. Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
6. If required by law, three (3) sets of Audited Annual Financial Statements for the past three (3) financial years. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
7. The Professional Valuer must be registered with the South African Council for the Property Valuers Profession [SACPVP].
8. All MBD forms, Declaration and Contract Form in the tender document duly completed and signed.
9. COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.

Functionality

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability and the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of **total 65 points** out of **maximum 100 points** for functionality as prescribed in the following tables:

CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION
i	Tenderer's Experience	40
ii	Expertise of Key Personnel	40
iii	Bank Rating	20
TOTAL		**100**

(i) TENDERER'S EXPERIENCE (40 POINTS)

The Bidder must submit proof of successfully completed similar and comparative projects, i.e. The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work. Proof of previous work history must be attached in form of Appointment Letter WITH reference letter).

TARGETED GOALS	POINTS ALLOCATION
Completion of four (4) or more Municipal Valuation Rolls with more than 30 000 properties as per the MPRA.	**40**
Completion of three (3) Municipal Valuation Rolls with more than 30 000 properties as per the MPRA.	**30**
Completion of two (2) Municipal Valuation Rolls with more than 30 000 properties as per the MPRA.	**20**
Completion of one (1) Municipal Valuation Rolls with more than 30 000 properties as per the MPRA.	**10**
Completion of zero (0) Municipal Valuation Rolls with more than 30 000 properties as per the MPRA.	**00**
No information or inadequate information submitted to determine scoring level.	**00**

(ii) EXPERTISE OF KEY PERSONNEL (40 POINTS)

Bidders are expected to submit proof of Key Personnel's qualifications, abilities or experience.

TARGETED GOALS	POINTS ALLOCATIONS
Professional Valuer registered with the South African Council for the Property Valuers Profession [SACPVP]): - With at least ten (10) years' experience in Municipal Valuation (post registration) - **20 Points** - With at least three (3) to nine (9) years' experience in Municipal Valuation (post registration) - **10 Points** - With less than three (3) years' experience in Municipal Valuation (post registration) - **00 Points** Assist Mun Valuer registered with the South African Council for the Property Valuers Profession [SACPVP]): - With at least three (3) years' experience in Municipal Valuation Roll - **10 Points** - With less than three (3) years' experience in Municipal Valuation Roll - **00 Points** GIS and Data Manager registered with equivalent Bachelor's degree in GISc and compulsory **registration** with the South African Geomatics Council (SAGC): - With at least three (3) years' experience in GIS - **10 Points** - With less than three (3) years' experience GIS - **00 Points**	**40**
No information or inadequate information submitted to determine scoring level	**00**

(iii) BANK RATING (20 POINTS)

The bidder must demonstrate financial capacity to execute the projects, by attaching letter from the bank with their rating. Bidders must submit an original bank stamped letter dated on or between advert date or tender closing date. Bank rating letter to carry out a transaction of R300 000 or more. Points will be allocated as follows:

TARGETED GOALS	POINTS ALLOCATION
Bank rating letter to carry out a transaction of R300 000 or more (Bank Rating ≥ C)	20
Bank rating < C	00
No information or inadequate information submitted to determine scoring level	00

THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY THE SUBMITTED FUNCTIONALITY DOCUMENTS.

Price and Preference Evaluation

All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on the basis of price and preference in accordance with the Preferential Procurement Regulations 2022. The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:
Ps = Points scored for price of tender under consideration.
Pt = Price of tender under consideration; and Pmin = Price of lowest acceptable tender.
a) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

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

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:

Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

a) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Up to 20 tender evaluation points will be awarded to tenderers on specific goals as follows:

10 points – BBBEE status level

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (10)	NUMBER OF POINTS (05)
1	10	5
2	8	4
3	6	3
4	4	2
5	2	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

(1) A Bidder must submit proof of its B-BBEE status level of contributor.
(2) A Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but :
(a) may only score points out of 80 for price and 10 points for locality; and
(b) scores 0 points out of 10 points for B-BBEE.

10 points – Locality

LOCAL AREA	NUMBER OF POINTS (10)	NUMBER OF POINTS (05)
Within the boundaries of the Municipality	10	5
Outside of the boundaries of the Municipality, but within the Lejweleputswa	6	3

District Municipality.		
Within the boundaries of Free State Province	4	2
Outside of the boundaries of Free State Province	0	0
No information or inadequate information submitted to determine scoring level	0	0

(3) 10 points of the 20 points will be allocated to promote the goal for local area of the bidder. Company registration document/Municipal Account/Lease Agreement must be attached to claim points for this specific goal.
(4) The points scored by a Bidder on specific goals must be added to the points scored for price.
(5) The points scored will be rounded off to the nearest two decimal places.
(6) The contract will be awarded to the tenderer scoring the highest points

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

1.2.19 Contract

(a) The successful bidder will be expected to sign the agreement in this bid document. The signing of both Parts of the Contract Form of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees

(e) The Contractor shall not be required to obtain such consent for –
(i) the provision of labour, or
(ii) the purchase of materials which are in accordance with the Contract, or
(iii) the purchase or hire of Construction Equipment

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised, or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Validity of B-BBEE certificates:

1. If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

2. If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

3. If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification

reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

4. A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.2.27 Letter of Good Standing from the Commissioner of Compensation (If applicable)

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.
(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

1.2.29 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;
(a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
(b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
(c) All members of the Joint venture must submit, with the bid documents:
- a valid tax compliance status letter and SARS tax PIN, individually;

- certified company registration documents, individually;
- proof of CSD not older than three (3) months, individually;
- an agreement that clearly provides clarity of Profit and liability sharing; and
- a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in pages 111-113.

(d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.30 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. L Sebatane/ Ms. S Malgas both at telephone 057 391 3911 or e-mail at lesibos@matjhabeng.co.za or sylvia.malgas@matjhabeng.co.za

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any

specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in Sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligation under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in Section 59 of the Competition Act No 89 0f 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART 2

SCOPE OF WORK

BID NUMBER: 03/2026-27

GENERAL VALUATION AND PREPARATION OF A VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2026 AND PREPARATION AND UPDATING OF THE VALUATION ROLL FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2031

NAME OF BIDDER ……

1. DEFINITIONS .....
2. PROJECT OBJECTIVE .....
3. PROJECT DELIVERABLES AND WORK PROGRAM .....
5. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY .....
6. PROJECT START DATE.....
7. COMPULSORY HUMAN RESOURCES, SYSTEMS, DOCUMENTS AND COMPETENCIES REQUIRED TO QUALIFY AS A SERVICE PROVIDER (Read with Section "G" Bid Quote Document).....
8. VERIFICATION OF THE MUNICIPAL VALUER, ASSISTANT MUNICIPAL VALUERS AND HUMAN RESOURCES .....
9. MPRA AND VALUATION STANDARDS, QUALITY ASSURANCE AND MONITORING .....
10. VALUATION ROLL MANAGEMENTSYSTEM (VRMS) .....
11. DATASECURITYANDRECOVERY .....
12. PROPERTYREGISTER–PARTA(VALUATIONROLL) .....
13. GENERAL VALUATION AND VALUATION ROLL .....
14. OBJECTIONS .....
15. APPEALS .....
16. VALUATION ROLL MAINTENANCE (Updating of Rolls) .....

1. DEFINITIONS

The definitions listed below are intended to support the bid specification document and are not meant to be exhaustive. Therefore, generally recognised definitions such as those of the International Association of Assessing Officers (IAAO) Technical Standards, those of the International Valuation Standards (IVS) and those that are endorsed by the South African Council for the Property Valuers Profession (SACPVP) are applicable in the context of this bid.

Category of property— means a category of property as envisaged in terms of section 8 of the MPRA and adopted by the Municipality for the levying of rates which must be applied to each property in the valuation roll.

Computer assisted mass appraisal (CAMA)—means a system of valuing property that, incorporates computer-supported statistical analyses, such as multiple regression analysis and adaptive estimation procedure, to assist the valuer in estimating value.

Certified valuation roll—means the final valuation roll certified by the Municipal Valuer after a general valuation or a supplementary valuation roll, upon which a —ratell is levied.

Data extraction—is the act or process of retrieving data for further data processing or data storage (data migration). The output is the Data Extract.

Data Management—(1) the human, computer and technological procedures employed to ensure that no information is lost through negligent handling of records from a file, that all information is properly supplemented and up-to-date, and that all information is easily accessible. (2) Data management refers to the development, execution and supervision of plans, policies, programs and practices that control, protect, deliver and enhance the value of data and information assets.

Final Delivery Certificate (General Valuation)—means the document issued by the Municipality confirming that the valuation roll has been submitted and certified by the municipal valuer, all known errors and defects have been rectified and that the services and valuations have been rendered in compliance with the Act together with all other terms and conditions of the bid, and after submission of all General Valuation data, documents and information with the close out reports Annexure E and F of the bid documents.

General Valuation (GV) contract—means the complete contract obligations and deliverables for the valuation roll and all associated activities relating to the support and updating of rolls in terms of the MPRA.

Geographical Information Systems (GIS)—(1) a system designed to capture, store, retrieve, manipulate, analyse, manage, and present all types of spatial or geographical data. (2) a computerised mapping system capable of integrating spatial data (land information) and attribute data among different layers on a base map.

Market Value— is the amount the property would have realised if sold on the date of valuation in the open market by a willing seller to a willing buyer subject to legislation. (Reference s46 of the MPRA).

Model Calibration—The development of adjustments, or coefficients, based on market analysis, that identifies specific factors with an actual effect on market value.

Model Specification—The formal development of a model in a statement or equation, based on data analysis and appraisal theory.

MPRA— means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) as amended.

Multiple Regression, Multiple Regression Analysis (MRA)—A particular statistical technique, similar to correlation, used to analyse data in order to predict the value of one variable (the dependent variable), such as market value, from the known values of other variables (called independent variables), such as lot size, number of rooms, and so on.

Neighbourhood (Also known as Market Area / Homogeneous Area)—(1) The environment of a subject property that has a direct and immediate effect on value. (2) A geographic area defined for some useful purpose, such as to ensure for later multiple regression modelling that the properties are relatively homogeneous and share important locational characteristics.

Practices, methods and standards – means the practices, methods and standards applicable to municipal valuations for property rating, taking account of standards and the specifications in these bid documents.

Property— means a property defined under the definition of property and rateable apportionments recognised under section 9 in terms the MPRA and includes land and buildings.

Property Data— means all data related to and associated with a property record of a valuation roll, the valuation of a property and the determination of the value of a property and includes data collection field sheets, templates, calculations, spreadsheets, sketches, photographs, files, maps, manuals, market reports, GIS cadastral information (ESRI source), digital aerial photography and all other data, documents and information as contemplated in terms of section 85 of the MPRA.

Property Register (register of properties)—means a consolidated valuation roll which comprises, with reference to Section 23, Part A of the —register of properties‖, the valuation roll with all property required to be listed under Section 30 (3), and encompassing –

(i) supplementary valuations and roll updates in terms of sections 78 and 79 of the MPRA;
(ii) objection and appeal decision roll adjustments;
(iii) the corresponding valuation roll property valuation database of all property data, and;
(iv) the corresponding Valuation Roll GIS cadastral layer (registered and unregistered property),

ALL of which must be aligned to the ‗definition of property‘‘ namely (a) registered deeds office records (full title and sectional title), (b) registered rights against immoveable property, (c) land tenure rights, (d) public service infrastructure (PSI) records and all other rateable property by way of apportionment in terms of section 9 of the MPRA, in terms of prevailing rates policy.

Proxy Sale—means an independent control valuation is determined and used as substitute for a sale to support the application of computer assisted mass appraisal

techniques where insufficient market sales evidence is available in an homogenous area.

Service Provider— means the lead or primary consultant responsible for the delivery of the contract and includes employees, agents and sub-consultants.

Valuation Roll (consolidated)—Means a valuation roll prepared for a General valuation and then updated and comprises all records of the valuation roll, the supplementary valuation roll adjustments and any objection and appeal decision adjustments of the valuer and the appeal board. Termed a —consolidatedll valuation roll and typically required and used for ongoing reconciliation of rating and for annual municipal budgeting.

Valuation Roll GIS cadastral layer—Is the spatial GIS cadastral representation of MPRA defined property listed on the valuation roll (Property register – Part A), however excludes property which is unreasonably difficult to create and display spatially on the GIS.

Valuation Roll Management System (VRMS)—is software which supports the production of the property register, the production of valuation rolls, the management of data such as property, valuation and sales, and provides a solution for the valuation of property and the preparation and updating of valuation rolls.

2. PROJECT OBJECTIVE

(1) The objectives of the project is to appoint a Service Provider to perform the functions of a municipal valuer in terms of the MPRA which includes the following –

(a) create a property register;

(b) undertake a general valuation and prepare a valuation roll of all rateable properties;

(c) capture / upload all necessary data to a valuation roll management system(VRMS);

(d) assist with the resolution of objections by review;

(e) assist with the resolution of appeals;

(f) undertake valuation roll maintenance and prepare supplementary valuation rolls;

(g) provide systems and reporting to support the valuation roll and;

(h) prepare and submit reports to the municipality on the valuation roll.

(2). The successful service provider must take account of legislation and all amendments including regulations and implement the amendments in consultation with the municipality. The municipality therefore reserves the right to review the contractual obligations of the successful service provider to ensure compliance with legislative amendments.

For information the MPRA has been amended since its promulgation as follows –

- No. 6 of 2004: Local Government: Municipal Property Rates Act, 2004 on 17 May 2004.
- No. 19 of 2008: Local Government Laws Amendment Act, 2008 on 13 October 2008.
- No. 19 of 2009: Local Government: Municipal Property Rates Amendment Act, 2009 on 26 November 2009.
- No. 29 of 2014: Local Government: Municipal Property Rates Amendment Act, 2014 on 18 August 2014.
- No. 77 of 2014: Local Government: Municipal Property Rates Amendment Act, 2014 on 28 November 2014.

3. PROJECT DELIVERABLES AND WORK PROGRAM

The Service Provider must deliver the following deliverables as set out more fully in clauses 4-16:

PROJECT WORK PROGRAM

Task ID	Part A, B and C : Deliverables and work program
1	**Project Management Function**
1.1	Project Management Function: provide and manage a project plan for the implementation of the general valuation; manage and report on project deliverables and milestones; manage and report on project progress and project payments; attend Municipal steering committee meetings at least monthly; manage and report on project risk; manage daily, weekly and monthly data backups in terms of data management
2	**Project Office & Project Establishment**
2.1	Draft & Finalise Project Contract (MOA), project program and project cash flow plan
2.2	Finalise Sub-Contract Agreements
2.3	Establish Project Office and infrastructure
2.4	Project Office Overheads
2.5	Project Office IT Infrastructure Cost
3	**Valuation Roll Management System (VRMS)**
3.1	Provision of functional and operational Valuation Roll Management System: Certification and operation demonstrated. Includes all data extracts / exports required at least monthly. • VRMS installed and operational • VRMS Valuation of property • VRMS data import and export facility • VRMS create, read and search, update and delete functionality for roll data • VRMS reporting facility • Ability to capture and store Deeds Office data • Ability to store history of data with audit trails • Integration VRMS with GIS • Manage objections and appeals processing as per MPRA • Demonstrated security of data for the roll • Ability to produce valuation rolls and supplementary rolls • Ability to generate and print section 49 of MPRA as well as Valuation Certificates and other municipal valuer notices in terms of the MPRA
3.2	Integration of Valuation Roll Management System with Rates financial management system
3.3	VRMS Service Level Agreement
3.4	Hard Copy & Electronic Data Storage, Back-Up and Retrieval Plan
3.5	Hard Copy & Electronic Data Storage, Back-Up and Retrieval
4.A	**Aerial Photography (refer to specifications)**
4A.1	Acquire aerial photography/imagery for the Town (urban) areas only (0.35 resolution)
4A.2	Acquire aerial photography/imagery for the balance being Rural/Farm areas only (0.35 resolution)
4A.3	Acquire Oblique imagery (including Orthophoto Mosaics) with supporting software for the Town (urban) areas only (If required)
4A.4	Acquire Oblique imagery (including Orthophoto Mosaics) with supporting software for the balance being Rural/Farm areas only (If required)

Task ID	Part A, B and C : Deliverables and work program
4.B	**Property Register preparation for the general valuation**
4B.1	Identify data sources
4B.2	Acquire, clean and prepare data (in addition to 4.3 and 4.4 below)
4B.3	Deeds office data (ownership and sales data) extracts as per bid document and integration to VRMS
4B.4	Prepare and create Property Register which shall comprise an electronic data base of all properties in terms of the bid specifications and best practice
4B.5	Prepare and create a GIS Valuation Roll cadastral layer in ESRI shape file format aligned to the property register database as per bid document specifications
4B.6	Undertake a record match between the new property register database (valuation roll) records and the GIS valuation roll cadastral layer and produce an exception report with corrective action plan.
4B.7	Undertake a record match between the new property register database (valuation roll) records and the rates financial system records and identify mismatches in a report.
4B.8	Prepare and capture a digitized building footprint plan (layer) on a GIS ESRI platform for each building valued using the aerial photography
5	**Project Sales Review; Market and Valuation Methodology Reports**
5.1	Residential Contract Sales Review/Market Report & Valuation Methodology Report (to be read with annexure D) : 1) Initial market report and (2) final market report and to include • Sales cadastral plans • Schedule of all usable sales reviewed in preparation for the general valuation • Data collection sales review forms per property • Provide data extracts in terms of applicable standards and the bid specifications
5.2	Non-Residential (includes agricultural PSI and special property types) Contract Sales Review/Market Report/ Costs reports & Valuation Methodology Reports (to be read with annexure D): 1) Initial market report and (2) final market report and must include • Sales cadastral plans • Schedule of all usable sales reviewed in preparation for the general valuation • Building cost report for specialised properties • Data collection sales review forms per property • Provide data extracts in terms of applicable standards and the bid specifications • Valuation templates
5.3	Data Collection, Data Capture and Digitized Building Footprint methodology, quality assurance plans and training manuals.
5.4	General Valuation Roll (GV) close out report
5.5	**General valuation roll objections / appeals processing**: by the municipal valuer in terms of the MPRA as envisaged by Sections 50, 51, 52, 53 and 69 and the bid specifications.
5.6	General Valuation Objection processing close out report: including count, value changes and GIS spatial layer update (including Year 1)
5.7	General Valuation Appeals processing (only attendance at appeal boards can be claimed as quoted under Part D of the schedule).
5.8	General Valuation Appeal close out report: including count, value changes and GIS spatial layer update (including Year 1)
5.9	Collection and upload of photographs (JPEG format and 2 photos per building). To be priced on a rate per property if required.
6	**Data collection RESIDENTIAL**

Task ID	Part A, B and C : Deliverables and work program
6.1	Develop and submit Data Collection/Data Capture methodology and a digitised building footprint GIS methodology plan
6.2	Prepare & submit data collection and data capture training manuals & Data collection forms per property type
6.3	Recruit & Train data collectors
6.4	Collect / Verify and Capture Data (data, digitised building footprints – GIS layer, sketches, photos etc): undertake quality assurance in terms of Bid document
6.5	Collect / Verify and Capture Postal Address Data
6.6	Quality assurance Data Review
6.7	Maintain data
6.8	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
7	**RESIDENTIAL Valuations**
7.1	Generate values (Draft Value per property/Draft Valuation Roll) • CAMA models and mass valuation methodology
7.2	Undertake Value Review and quality assurance • Identify anomalies • Sales ratio study (assessed value versus sale price) • Report on final values which deviated by more than 10% from original draft values • Adjust values where necessary
7.3	Value Finalisation with Final Values, Photographs and Sketches available / uploaded to the VRMS (Final Value per property / final valuation roll)
7.4	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
8	**Data collection NON RESIDENTIAL**
8.1	Develop and submit Data Collection/Data Capture methodology and a digitised building footprint GIS methodology plan
8.2	Prepare & submit training manuals & Data collection forms
8.3	Collect / Verify and Capture Data (data, digitised building footprints – GIS layer, sketches, photos etc): undertake quality assurance in terms of Bid document
8.4	Collect / Verify and Capture Postal Address Data
8.5	Quality assurance Data Review
8.6	Maintain data
8.7	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
9	**Non Residential Valuations**
9.1	Valuations (draft values)
9.2	Undertake Value Review and Quality Assurance • Identify anomalies by reviewing units of comparison over values • Report on final values which deviated by more than 10% from original draft values • Adjust values where necessary

Task ID	Part A, B and C : Deliverables and work program
9.3	Value Finalisation with Final Values, Photographs and Sketches available / uploaded to the VRMS (Final Value per property / final valuation roll)
9.4	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
10	**Valuation roll**
10.1	Compile and print Final General Valuation Roll certified by the Municipal valuer and hand over to municipal manager. Generate section 49 (1) of MPRA for external printing
10.2	Upload the General Valuation Roll and Objections forms to designated Website
10.3	Close out report - General Valuation
10.4	Provision and submission of all General Valuation data, documents, reports and information generated from the general valuation in terms of the bid specifications and the MPRA
11	**General Valuation Objections / Appeals processing and management**
11.1	Process objections GV • Record objections in database • Respond in writing to objectors • Consider objections and adjust value, if appropriate • Make available sales evidence in support of decision upon request • Provide written reasons for adjustments greater than 10% • GIS cadastral layer of objections received with decisions and changes • Notify objectors in writing of decision • Provide written reasons to objectors for adjustment upon request from objectors
11.2	Close out report on objections
11.3	Process Appeals GV • Record appeals in database (roll) • Make available sales evidence in support of decision upon request • Represent the Municipality at Valuation Appeal Board hearings • GIS cadastral layer of appeals received with decisions and changes
11.4	Close out report GV appeals
12	**Updating of valuation rolls:** Perform the functions of the municipal valuer, preparation of supplementary valuations and preparation of an annual supplementary valuation roll in terms of the MPRA.
12.1	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(First Financial Year after GV effective date)**
12.1.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(First Financial Year after GV effective date)**
12.1.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(First Financial Year after GV effective date)**

Task ID	Part A, B and C : Deliverables and work program
12.2	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(Second Financial Year after GV effective date)**
12.2.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(Second Financial Year after GV effective date)**
12.2.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(Second Financial Year** after GV effective date)
12.3	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(Third Financial Year after GV effective date)**
12.3.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(Third Financial Year after GV effective date)**
12.3.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(Third Financial Year** after GV effective date)
12.4	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(Fourth Financial Year after GV effective date)**
12.4.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(Fourth Financial Year after GV effective date)**
12.4.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(Fourth Financial Year** after GV effective date)
12.5	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(Fifth Financial Year after GV effective date)**
12.5.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(Fifth Financial Year after GV effective date)**

Task ID	Part A, B and C : Deliverables and work program
12.5.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(Fifth Financial Year** after GV effective date)

3.1 The Bidder is hereby advised that the MPRA and its implementation is governed by legislation which may change and be amended from time to time and which may be promulgated during the contract period. The municipality therefore reserves the right to review the contractual obligations of the successful service provider to ensure compliance with the MPRA amendments.

4. ADDED SERVICES

(1) The Service Provider may be instructed to attend to valuations for purposes other than for rating purposes.

(2) The service provider may be instructed to attend to Valuations and assist the municipality in preparing an asset register for fixed property in terms of section 63 of the Municipal Finance Management ACT 56 of 2003, GRAP and the asset management policy of the municipality.

(3) The Municipality is not obliged to use the Service Provider appointed for these added services, and is entitled to use other resources at its discretion.

5. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

(1) The current valuation roll valid until 30 June 2026.

- Supplementary valuation rolls.

(2) The Municipality shall provide the following information –

(a) The number of properties with associated actual use / category of property type provided in the table (i)

(i) Table of Matjhabeng Local Municipality - Current Roll properties

Categories	Number of Stands	Sum of Market Value
AGRICULTURAL	2278	7 324 636 003,00
BUSINESS	2158	3 837 567 000,00
CHURCHES	489	524 002 000,00
CRECHE	14	13 760 000,00
EDUCATION	22	239 272 000,00
GENERAL RESIDENTIAL	99982	19 900 231 239,00
GOVERMENT	477	2 943 866 000,00
MINING	79	167 933 000,00
MUNISIPAL PROP	3209	1 006 580 300,00
PBO	89	228 350 000,00
PRIVATE SERVICE INFRASTRUCTURE	271	132 991 020,00
VACANT SATND BUSINESS	569	107 754 000,00
VACANT STAND RESIDENTIAL	11233	842 913 200,00
WAREHOUSE	686	1 015 979 000,00
TOTALS	**121556**	**38 285 834 762,00**

Note: The successful service provider is advised that in terms of Section 21 of the Local Government: Municipal Demarcation Act 27 of 1998, the Municipal Demarcation Board has re-determined the municipal boundaries of certain municipalities which will result in the disestablishment of certain municipalities, the incorporation of adjoining municipalities into existing municipalities and the establishing of new municipalities. The service provider must take account of the impacts of demarcation on the revaluation affecting the subject municipality.

(b) an electronic extract of the current consolidated general valuation roll shall be made available by the municipality upon request.

(c) The municipality takes no responsibility for the accuracy of the data and information provided in terms of the bid.

6. PROJECT START DATE

The successful service provider must be ready to assume work on date of appointment by the municipality.

7. VERIFICATION OF THE MUNICIPAL VALUER, ASSISTANT MUNICIPAL VALUERS AND HUMAN RESOURCES

In terms of the bid the Municipality is entitled to verify the qualifications, registration and experience of the nominated Municipal Valuer, Assistant Municipal Valuers, GIS and Data Manager and Project Manager.

8. MPRA AND VALUATION STANDARDS, QUALITY ASSURANCE AND MONITORING

(1) Steering Committee and project / cost monitoring

The successful Service Provider will be required to attend monthly steering committee meetings at the municipality and prepare and present reports on project progress, and the municipality will measure the progress and project claims against the project work program, the bid pricing, the scope of work and the bid specifications. Progress claims by the service provider will only be approved once the municipality is satisfied that the bid scope of work has been delivered.

(2) MPRA and Municipal valuation practices, methods and standards

In terms of the MPRA section [s45.] ―Valuation‖ - (1) Property must be valued in accordance with generally recognised valuation practices, methods and standards, and the provisions of the MPRA and regulations.

With reference to the above, the Service Provider must consider and take account of the recognised valuation practices, methods and standards such as the International Valuation Standards (IVS) on valuations, the International Association of Assessing

Officers (IAAO) technical standards, as amended from time to time, and in addition the specifications of this bid.

(3) Data collection quality assurance

(a) A data collector must undergo training in data collection and property inspection routines and obtain a pass rate of at least 75% in a proficiency test approved by the municipal valuer, in order to be eligible for designation as a data collector in terms of section 36 (2) of the MPRA.

(b) Data can only be collected by designated data collectors who must record data on the approved data collection forms (field sheets) and in accordance with the approved data collection manuals. Data collection may include the collection of digital photographs. The data collector must record their full name or data collector code on the data collection form.

(c) Data collected must be subjected to quality assurance by an assigned data collector supervisor who must review at least 10% of the properties within a batch by category of property and measured in accordance with the specifications and the approved data collection manuals.

(d) A batch size may not be more than 200 properties.

(e) The methods and definitions employed to collect data contained in the data collection manuals must be used in the quality assurance process to verify the correctness of the data eg. if digitised aerial photography has been used to determine building area then this must be used in the quality assurance process.

(f) Measures of data quality will be against –

(i) administrative data of the property and ownership,

(ii) category of property; and

(iii) Market, cost, building and land data.

(g) The quality assurance process must compare the original data collected against the quality assurance data collected to identify errors and missing data.

(h) An individual data collection form fails when more than 15% of the critical value forming fields identified by the *Municipal* Valuer in the data collection manuals are missing or incorrect.

(i) If after quality assurance more than 30% fail then the entire batch must be recollected with quality assurance starting from the beginning.

(j) Missing or errors in data must be corrected on the data collection form.

(k) A designated data collector who after ongoing training, continually produces data collection errors must have their designation withdrawn by the Municipal Valuer.

(l) The Service Provider must where applicable collect and deliver digital photographs of buildings to a specification approved by the municipality which must be uploaded to the relevant property record of the valuation roll.

(m) Notwithstanding s45 (2) (a) of the MPRA which provides that inspections of a property is optional, the municipal valuer must consider the availability and sufficiency of property data in association with its value, and then decide on the merits to physically inspect a property or a group of properties to verify or collect data in order to perform a credible valuation.

(4) Data capture/upload quality assurance

(a) Data must be captured by batch per data collection form and the data capturer must record their full name or data capturer code on the data collection form.

(b) Data captured must be reviewed for capture errors by checking at least 10% of the data collections forms captured by batch.

(c) By comparing the data captured on the system to the original data recorded on the hard copy data collection form.

(d) A data capture form will fail when more than 15% of the critical value forming fields identified by the Municipal Valuer in the data collection manuals are missing or incorrect.

(e) All missing data or errors identified must be corrected and updated to the valuation roll management system.

(f) If after quality assurance, more than 30% of the 10% of the data capture forms of a batch have been checked for quality assurance fail, the entire batch must be recaptured and the quality assurance process must be repeated.

(g) A data capturer who after ongoing training, continually captures data incorrectly must be withdrawn by the Municipal Valuer.

(h) Data must be capable of being captured and uploaded to the valuation roll management system in terms of the Bid specifications and extracted for reporting.

(5) Quality control: Data measurement and accuracy

The measurement and accuracy of data for properties recorded in the valuation roll and valued is as follows –

(a) Area measurement data, such as building size, to be accurate within 10 percent. If areas, dimensions, or volumes must be estimated, the property record should note where quantities are estimated.

(b) For each objective, categorical, or binary data field to be collected or verified, at least 90 percent of the coded entries should be accurate. Objective, categorical, or binary data characteristics include such attributes as land / building size, number of bedrooms.

As an example, if a data collector collects 10 objective, categorical, or binary data items for 100 properties, at least 900 of the 1,000 total entries should be correct.

For each subjective categorical data field collected or verified, data should be coded correctly at least 90 percent of the time. Subjective categorical data characteristics include data items such as quality grade, physical condition, and architectural style.

(c) A quality control program is necessary to ensure that data accuracy standards are achieved and maintained. Independent quality control inspections should occur immediately after the data collection phase begins. The inspections should review samples of work for completeness and accuracy and keep tabulations of items coded correctly or incorrectly, so that statistical tests can be used to determine whether accuracy standards have been achieved. Stratification by geographic area, property type, or individual data collector can help detect patterns of data error. Data that fails to meet quality control standards should be re-collected.

(d) The accuracy of data should be judged primarily by conformity with written specifications and examples in the data collection manuals.

(e) Data captured onto the valuation roll management system must be reviewed for completeness and correctness by applying the same data quality assurance as data collection.

(6) Maintaining valuation quality and accuracy

Valuation quality and accuracy must be maintained by –

(a) undertaking a sales review;

(b) undertaking a value review;

(c) observing the International Valuation Standards (IVS);

(d) observing the technical standards of the International Association of Assessing Officers (IAAO) as well as any valuation guidelines developed by COGTA and the SACPVP.

(e) undertaking a ratio study of valuations to sales prices and other appropriate statistical measures to establish the accuracy of valuations including the relative treatment of higher value and lower value property and report on the consistency and uniformity of values placed on the roll as envisaged by section 82 (2) of the MPRA and in accordance with mass valuation standards and practices.

9. VALUATION ROLL MANAGEMENT SYSTEM (VRMS)

(1) Introduction

A valuation roll management system (VRMS) is software which supports the production of the property register, the production of valuation rolls, the management of data such as property, valuation and sales, and provides a solution for the valuation of property and the preparation and updating of valuation rolls, which must support the creation, editing, updating, deletion, storage and search of data applicable to systems for valuations of property and rolls and the functions of the municipal valuer in the performance and delivery of this bid.

(1) General functionality

A valuation roll management system must have the ability to export and import data, to record changes and to produce audit reports and must include the following functionality

–

a) be able to support the production of the property register (valuation roll part A), the production of valuation rolls, the management of property, sales and valuation data and the valuation of property.

b) cater for the management, maintenance and production of valuation rolls with reference to the MPRA and these standards.

c) be capable of creating, editing, updating, deleting, archiving, storage and searching of data and records applicable to the valuation roll and must include the property data and sales file records and provide for a full history of any changes for audit purposes.

d) be capable of storing and accessing the previous valuation roll records and values for any enquiry and for audit purposes.

e) be able to cater for a unique property identifier for each valuation roll record.

f) be compatible with industry recommended GIS ESRI software.

g) be able to integrate with the municipality's financial system with reference to linking by a common unique property identifier to support the synchronisation of the valuation roll and financial management system for rates.

h) be capable of determining values using applied data for either CAMA or NON-CAMA type methodology.

i) be able to store and view images, notices and electronic files against records of the valuation roll.

j) be capable of producing, exporting and extracting valuation rolls and reports of data from the VRMS in electronic format to a spreadsheet, database or CSV format. These reports must be extractable in a flat file format and in accordance with the structure, format and content specified in the bid specifications.

k) have the functionality of updating the valuation roll with new data or editing data as envisaged in terms of the MPRA, and have the ability of producing reports of all changes reflecting the old and the new information, the difference in the values up or down with the effective date of the

change and allow for the capturing of the applicable reason for the change.

l) be secure with adequate backup of data to ensure that critical valuation data cannot be manipulated or corrupted and that backup data can be accessed, recovered and used in the case of a disaster.

m) have security and access control in terms of data management.

n) have management procedure for system changes with audit trails of changes to manage and control.

(2) Compatibility with municipal GIS system

The valuation roll management system must be compatible with the Municipality's GIS software and systems and the ESRI Platform.

(3) Compatibility with municipal financial system

The valuation roll management system must be compatible with the municipality's financial system (Solar Financial System) to ensure that the roll and financial systems can and are synchronised.

(4) Storage and maintenance of data

The valuation roll management system must be able to store, maintain, extract and extract All data captured on the valuation roll management system as specified in terms of bid specification document in a flat file format, and must be able to search entries with a full history of any changes for audit purposes. The valuation roll management system must be able to store scanned and electronic files against a property shown in the valuation roll.

(5) Reporting functionality

The valuation roll management system must be capable of producing and extracting the following report types in a format approved by the municipality, typically in electronic format to spreadsheet, database eg MS Excel, MS Access or CSV format. The reports must be developed with fields designed according to the requirements of the municipality-

(a) extract of the valuation roll;

(b) extract of all valuation roll data including data per property type;

(c) report of property count per category with market value summary;

(d) report by exception on missing information;

(e) report by exception of mismatches of new valuation roll to existing financial system and valuation roll data;

(f) sales report per homogeneous area.

(g) generating the valuation roll directly from the valuation system in the required format prescribed by the MPRA and regulations.

(h) able to generate and print Section 49(1) notices

(i) able to generate and print Section 78 (5) supplementary valuation notices of review results

(j) able to generate and print Valuation Certificates

(k) able to generate and print Section 78 (5) notices of supplementary changes

(l) able to generate and produce reports as contemplated in terms of section 34 and 81 reporting.

(6) Data from Deeds Office

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

(7) Valuation support

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

(8) Valuation Roll updates

The valuation roll management system must be capable of updating the valuation roll with new data or edited data for the valuation of property and updating the category of properties as envisaged in terms of section 78 and 79 of the MPRA, be capable producing reports of all changes reflecting old and new information, the difference in the values up or down with the effective date of the change and the capturing of the applicable section 78 reason for the change.

(9) Audit trail

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

(10) Property data take-on and population into VRMS

The Service Provider must, at its own cost take-on existing valuation roll / property data as provided by the municipality on appointment to support the functions of the municipal valuer and updating of the valuation roll, which may be by importing, uploading, capturing or by any other means necessary, and the municipality may perform a quality review to confirm the data take-on.

10. DATA SECURITY AND RECOVERY

(1) The valuation roll management system must be secure with sufficient backup of data performed to ensure that critical data cannot be manipulated or corrupted and that backup data can be accessed and used in the case of a disaster.

(2) A backup must be made of all data at the end of every Monday, Tuesday, Wednesday and Thursday.

(3) On Friday a backup must be made of all data for the whole week. The weekly backup must be stored off-site, together with the backups of the three preceding weeks.

(4) At the end of every month a backup must be made of all data for the month. The monthly backup must be stored off-site, together with the backups of all preceding months.

11. PROPERTY REGISTER – PART A (VALUATION ROLL)

(1) The service provider must comply with the MPRA and Bid specifications in the preparation, compilation and updating of Part A of the property register (valuation roll);

(2) In the context of the MPRA and interpretation ―property register‖ as defined is a ―Register of properties‖ referred to in section 23 of the MPRA and in the context of the MPRA and bid specifications, Part A of the property register is the valuation roll. In terms of the bid specification ―property register‖ means a consolidated valuation roll which comprises, with reference to Section 23, Part A of the ―register of properties‖, the valuation roll with all property required to be listed under Section 30 (3), and encompassing –

(i) supplementary valuations and roll updates in terms of sections 78 and 79 of the MPRA;
(ii) objection and appeal decision roll adjustments;
(iii) the corresponding valuation roll property valuation database of all property data, and;
(iv) the corresponding Valuation Roll GIS cadastral layer (registered and unregistered property),

ALL of which must be aligned to the ‗definition of property‘‘namely (a) registered deeds office records (full title and sectional title), (b) registered rights against immoveable property, (c) land tenure rights, (d) public service infrastructure (PSI) records and all other rateable property by way of apportionment in terms of section 9 of the MPRA, in terms of prevailing rates policy;

(3) The designated municipal valuer is responsible and accountable for the accuracy of the property register (valuation roll) and must ensure compliance with the requirements of the MPRA and the bid specifications in drawing up and maintaining a register of properties (PART A of the property register) situated in the municipality, which must be in accordance with the MPRA definition of ―property‖, the definition of ―property register‘‘ in terms of the MPRA and the bid specification and taking account of the adopted rates policy of the municipality;

(4) The Property Register (Valuation Roll) must be managed, prepared, maintained in terms of the MPRA content of valuation rolls (s48) and the specified structure, format and content contained in the bid specifications;

(5) The municipal valuer must in drawing up and maintaining a property register, include all properties required to be listed in the municipality in terms of section 30 (3);

(6) The municipal valuer must in drawing up and maintaining a property register, take into account the rates policy of a municipality which may include properties subject to exemptions and reductions impacting on the valuation roll;

(7) Land extent determination must be as follows –

(a) For registered properties the land extent from the deeds office must be used as the primary source data for the compilation of the property register however the land extent must be verified and corroborated against the land extent from the corresponding approved property survey diagram in cases of major discrepancies.

(b) For other rateable property such as property that is subject to land tenure rights and public service infrastructure the land extent must be determined with reference to recognised source registers and information.

The land extent verified to be used for the property register (valuation roll) and converted and depicted in square metres (m^2).

(c) The determined land extent must then be compared to the calculated GIS extent for each property and major anomalies identified for investigation and correction.

(8) The property register and the corresponding valuation roll GIS cadastral layer must be accurately maintained in accordance with the bid specifications and must include supplementary valuation roll updates;

(9) Each property listed on the property register (valuation roll) must have a captured and maintained unique property identifier (usually the SG Code) which is approved by the municipality, for all defined properties to support linking to other municipal databases such as the financial management system of the specific municipality and the valuation roll GIS cadastral layer;

(10) The valuation roll (GV and consolidated roll) must have a one-to-one match to the Valuation Roll GIS Cadastral Layer (for defined and recognised property), excluding sectional title units within a sectional title scheme and any property which is unreasonably difficult to create and display spatially on the GIS;

(11) The valuation roll (property register) and all associated property data must be fully extractable in electronic format (database, spreadsheet, excel, csv) in a flat file format from the VRMS on request by the municipality to support budgeting and quality control/assurance in accordance with section 48 —Contents of Rolls‘‘a nd the structure, format and content as required in terms of the bid specifications.

(12) The service provider should source and use the existing consolidated valuation roll, the valuation GIS cadastral layer and the financial billing data available to support the preparation of the GV and ongoing roll maintenance.

(13) Property registers (valuation roll) components and deliverables

The Service Provider must prepare and deliver the following –

(a) an up-to-date property register (valuation roll) of the municipality with corresponding property data of all defined rateable property in accordance with the structure, format and content in terms of the bid specifications as certified by the municipal valuer, and any data supplied must be in an electronic format (database, spreadsheet, excel, access or csv) in a flat file format from the VRMS;

(b) an up-to-date valuation roll GIS cadastral layer which must comply with the specifications.

(c) a report of the mismatches between the valuation roll database and the valuation roll GIS cadastral layer with reasons for mismatches and mismatch corrective action plan, which must be corrected by the service provider;

(d) the original deeds data extract used in the preparation of the valuation roll.

(14) Property register (valuation roll) maintenance and deliverables

(a) The Service Provider must maintain the valuation roll GIS cadastral layer by correcting any mismatches and updating the valuation roll (Part A of the property register);

(b) The Service Provider must provide periodic extracts / reports of the consolidated valuation roll with reference to the bid defined —property register to support the financial budgeting, reconciliation and quality control/assurance of the roll in terms of the MPRA and specifications, and any data supplied must be in an electronic format (database, spreadsheet, excel, access or csv) in a flat file format from the VRMS in accordance with the bid specifications;

(c) All MPRA and valuation roll extracts and reporting must be in accordance with the bid specifications structure, format and content and any amendments approved by the municipality from time to time.

12. GENERAL VALUATION AND VALUATION ROLL

(1) Introduction

(a) The Service Provider must undertake a general valuation and prepare a valuation roll of all rateable property in terms of the MPRA and municipal valuations for property rating, taking account of generally recognised practices, methods and standards and the bid specifications.

(b) The basis of valuation is market value in terms of s46 (1) of the MPRA which states ―Subject to any other applicable provisions of this Act, the market value of a property is the amount the property would have realised if sold on the date of valuation in the open market by a willing seller to a willing buyer‖.

(c) Sufficient resources should be assigned and dedicated to support a general valuation and the updating of valuation rolls to ensure compliance with the MPRA and applicable standards. The municipality reserves the right to review the HR plan submitted by the successful bidder and interview the municipal valuer and professional resources allocated to verify persons and time allocations to support the bid.

(d) Aerial photography (orthophoto mosaics / oblique imagery) must be supplied and delivered by the service provider to the municipality with the certified GV valuation roll in accordance with the bid specifications .For towns and developing areas the imagery must be within 12 months of the date of valuation.

(2) Contents of valuation roll (s48 and regulations)

The particulars in **section 48 (2)** of the MPRA must be recorded in the valuation roll as well as any additional data specified in the bid under the templates.

(3) Development of categories of property

The Service Provider must assist the Municipality with the development of categories of property prior to the commencement of the general valuation and during the contract period to ensure alignment of the valuation roll and the category of property based on adopted rates policy of the municipality.

(4) Data collection, capture and management

(a) Valuation / property data must be collected and captured accurately taking account of the data to be collected by property valuation type and the data availability and quality confidence levels , in order for the municipal valuer to determine the market value of all properties which must be included in the valuation roll.

(b) To support data collection, capture and management the following inspection rules apply–

(i) At least 10% of the valuation roll records shall be reviewed and if necessary inspected per annum for data verification or recollection for the duration of the contract.

(ii) The identification of property for inspection must be at the discretion of the municipal, valuer and may include new buildings, building additions and alterations, illegal buildings, new subdivisions and rates clearances / property sales.

(iii) Data corrections must be updated and a supplementary valuation performed where applicable.

(iv) The inspections must be recorded on the VRMS to manage and monitor the progress.

(c) The Service Provider is responsible for data collection and data capture into the valuation roll management system (VRMS) approved by the municipality for the duration of the contract.

(d) The municipal valuer must collect, verify and maintain property data for each property required to be valued in a uniform and accurate manner, and in accordance

with the minimum data referred to in the bid specifications,

(e) Data collected and captured must be capable of being extracted, reported, checked, audited, verified, monitored and integrated to the rates financial system for the levying of rates.

(f) The Service Provider must allow access to and provide extracts and copies of ALL data, information, reports, methodology, manuals, CAMA models, and documents during business hours at no additional cost, and for data must be provided in a standard electronic format, ie csv, spreadsheet or database, in accordance with the structure, format and content of the bid specifications upon request by the municipality.

(g) The Service Provider must develop and provide data collection training manuals and data collection forms per property type, taking account of the data structures, format and contents specified in the bid, prior to the commencement of the data collection phase of the general valuation.

(h) Aerial photography must comply with the specifications of the bid document and may be used under the following conditions –

(i) as a visual aid to identify improvements;

(ii) to determine building areas by digitising footprints of structures, providing a digitising implementation plan is submitted and approved by the municipal valuer in terms of the data collection manuals;

(iii) where the accuracy of valuations will not be prejudiced or subjected to unreasonable risk in the application of mass valuations.

(i) The Service Provider must provide a property access status code against each property captured on the valuation roll management system (VRMS) as following:

(i) full access (exterior of buildings on site),no access (information from owner),

(iii) no Access after two failed attempts (view from road),

(iv) no Access (refused access),

(v) not inspected (data deemed sufficient for valuation),

(vi) any other status considered necessary by Service Provider.

(j) Data must be collected by the service provider for new buildings and structures, new properties, ownership changes and errors identified by the municipal valuer and the Municipality from project start date up to 2 months before the final valuation roll is certified.

(k) For supplementary valuations and roll updating, the Service Provider must collect valuation roll property data for changes in terms of section 78 and 79 of the MPRA from the date of last collection / capture (ie close off of the GV Roll) and for the duration of the contract.

(l) Objections and appeals lodged must be inspected and property data reviewed /recollected by the service provider to ensure valuation correctness and to support the Valuation Appeal Board decisions for the duration of the contract.

(m) Construction features, characteristics, attachments, ancillary buildings and other recognised improvements for each property must be recorded on the data collection form or field review document. Construction quality and condition must be considered and must be based upon the adopted valuation methodology, training manuals and definitions.

(5) Market reports

(a) The Service Provider and the municipal valuer must research and prepare a market report for every general valuation and for each property sector listed below irrespective of the valuation approach, and the market report must contain researched and analysed market data and comprise the three primary valuation approaches, namely (1) direct sales comparison approach, (2) the income approach and (3) the cost approach. The market reports must be fully motivated and provide methodologies, market data research and the sales, income and cost analysis upon which the general valuation is based per property sector and include the standard units of comparison rates. These must be referenced into (1) sales data, (2) income data and (3) cost data respectively with evidence gathered and collated. All market data, analysis and market evidence must reference to the date of valuation used for the general valuation.

(b) A consolidated market report as envisaged by the bid must be approved and certified by the municipal valuer and submitted with the certified valuation roll for each general valuation and must at least include the submission of the following –

1) Data collection forms developed, collected, captured and applied for properties valued.

2) Individual spreadsheet or template as developed and approved by the municipal valuer completed with associated value calculations for each property valued individually.

3) Full extract of the Deeds office sales for full title and sectional title property used for the general valuation (format - csv, spreadsheet or database).

4) **Residential property** database of sales and proxy sales categorised into —valid‖ or —invalid‖ and the neighbourhood / homogeneous area within which it is located. The proxy sales and control valuations used as sales must be flagged in the valuation roll management system for ease of reference. (format - csv, spreadsheet or database).

5) **Non-Residential Income producing property** database of sales and proxy sales categorised into —valid‖ or —invalid‖ and the neighbourhood /homogeneous area within which it is located. The proxy sales and control valuations used as sales must be flagged in the valuation roll management system for ease of reference. (format - csv, spreadsheet or database).

6) **Non-Residential Income producing property** market database and research relating to rentals, vacancies, expense ratios, capitalisation rates and any other data required for the determination of market value. (format - csv, spreadsheet or database).

7) **Agricultural property** database of sales and proxy sales categorised into —valid‖ or —invalid‖ and the neighbourhood / homogeneous area within which it is located. The proxy sales and control valuations used as sales must be flagged in the valuation roll management system for ease of reference. (format - csv, spreadsheet or database).

8) **Non-Residential Cost** database relating to costs of construction must be sourced from a quantity surveyor to support the determination of the estimated new replacement cost for all non-residential and specialised properties where the cost approach method is applicable. (format - csv, spreadsheet or database).

9) **Vacant Land** database of sales and proxy sales categorised into —valid‖ or —invalid‖ and the neighbourhood / homogeneous area within which it is located. The proxy sales and control valuations used as sales must be flagged in the valuation roll management system for ease of reference. (format - csv, spreadsheet or database).

(c) The market report must include researched and analysed sales evidence with documented sales used in the general valuation per homogeneous area. The market report must reflect the market information as at the date of valuation and must include sales cadastral maps in a GIS spatial format (ESRI) shape file which can be accessed by the Municipality and the Valuation Appeal Board.

(d) In homogeneous areas where there are insufficient sales to determine values, proxy sales or control valuations must be conducted by Assistant Municipal Valuers to support the sales data base and computer assisted mass appraisal system or techniques. The proxy sales used as sales must be flagged in the valuation roll management system database for easy identification.

(e) Comparable sales data and market indicators must be documented. In addition, records relating to rentals, vacancies, expense ratios, capitalisation rates, construction costs and any other data that will have an impact on market value must be documented, recorded and analysed.

(f) The physical attributes as they existed at the date of sale may differ from those at the date of inspection when viewed by the Municipal Valuer or an Assistant Municipal Valuer. The report must therefore include reference to any changes that have been identified since the date of sale which would impact on the adjustment to the sale price.

(g) For specialised properties the Service Provider must develop and produce a building cost report relating to the various types of specialised buildings or structures to be valued using the cost approach. In addition where the profits and accounts approach is used, a market report must be developed and produced pertaining to the property under valuation.

(h) All analysis must be documented in two stages: version 1 must be submitted at the commencement of the value review phase and version 2 must be delivered with the certified valuation roll. The preparation of the market reports must be supervised by the Municipal Valuer or an Assistant Municipal Valuer and each property sector market report must be approved by the Municipal Valuer.

(i) The Service Provider must prepare and maintain a sales file of all sales reviewed, including proxy sales, analysed and researched for a general valuation to support the market report in terms of Template ―D‖ of the bid specifications.

(j) The Service Provider must include all CAMA models, methodologies, calculations and formulas in the market report and submit with the certified valuation roll, where CAMA has been applied.

(6) Valuation

(a) The Service Provider must determine and provide a market value for each property identified in the property register , except for property exclusions from valuation by the Municipality in terms of the MPRA.

(b) The Service Provider must follow and maintain valuation best practice as contemplated in sections 45 and 46 of the MPRA.

(c) The Service Provider may use comparative, analytical and other systems or techniques, including aerial photography and computer assisted mass appraisal CAMA techniques.

(d) Notwithstanding s45 (2) (a) of the MPRA which provides that inspections of a property is optional, the municipal valuer must consider the availability and sufficiency of property data in association with its value, and then decide on the merits to physically inspect a property or a group of properties to verify or collect data in order to perform a credible valuation.

(e) If the Service Provider values a property by using computer assisted mass valuation/appraisal systems and techniques, the Service Provider must ensure that it has the necessary expertise and that it follows the mass valuation guidelines of the International Association for Assessing Officers (IAAO) as recognised by the South African Council for the Property Valuers Profession and that it has the necessary skills to perform and deliver such mass valuations;

(f) The Service Provider must be familiar with the statistical systems and software required to deliver mass valuations and the statistical reports necessary for measuring value consistency, value uniformity and conducting sales ratio analysis in mass valuations;

(g) The Service Provider must in determining a market value for each property determine the valuation approach or approaches (if more than one approach is

required) to value each property. The common valuation approaches are (1) Direct sales comparison approach, (2) Income approach and (3) Cost approach.

(h) The Service Provider must –

(i) determine, decide and capture against each property valued, which properties are valued by CAMA and which properties are valued by individual approach,

(ii) for all properties valued, provide the specified data, property data, market data, income data, cost data, market reports and valuation templates in terms of the bid specifications,

(iii) when deciding to value property individually also consider the relevance of and take into account the International Valuation Standards (IVSs) in the valuation approach and methods applied to determine the market value as defined in the MPRA.

(i) If the Service Provider values a property on an individual basis, a valuation template must be developed based on the property being valued and a separate valuation template completed for each property valued and submitted with the certified valuation roll and for every subsequent supplementary valuation performed.

(j) In valuing property the Service Provider must ensure that it follows the International Valuation Standards (IVS) and mass valuation guidelines of the International Association for Assessing Officers (IAAO) as recognised by the South African Council for the Property Valuers Profession.

(k) The Service Provider must produce and deliver draft values at least two (2) months, before the delivery of the final certified valuation roll and the values must have been substantially reviewed.

(l) Valuation calculation templates, computer assisted mass appraisal CAMA techniques, CAMA models and motivations, data collection forms and information used to determine the values and prepare the valuation roll must be delivered with the final certified valuation roll.

(m) The Service Provider must ensure that the municipality is divided up into market areas or homogeneous areas to accommodate computer assisted mass appraisal techniques and modelling to support mass valuations.

(n) A spatial GIS layer and database of the market areas / homogeneous areas must be prepared and delivered to the municipality on delivery of the draft roll and the final roll which must be reflective of the CAMA modelling applied.

(o) The Service Provider must in terms of the MPRA Section 34 (aA), subject to section 81(1B), as part of the process towards submitting a valuation roll contemplated in paragraph (b), after appointment and until submission of the certified valuation roll, submit a monthly progress report to the municipal manager on the valuation of properties, regardless of whether properties are valued in terms of section 45(2)(a) or in terms of a combination of section 45(2)(a) and (b)

(7) Value review (quality assurance)

(a) The Service Provider must conduct a final value review to confirm or amend the market values of property in accordance with the bid specifications.

(b) The value review must be conducted by the Municipal Valuer or a designated Assistant Municipal Valuer who is sufficiently familiar with local conditions of the homogeneous areas to identify economic trends and who has experience in mass valuations and computer assisted mass appraisal CAMA techniques employed.

(c) The value estimates in relation to sample control valuations must be checked by using the market reports, aerial photography, data collection source field sheets supported by physical inspections (where necessary).

(d) In the case of property data amendments, the Data Collection Forms and data must be updated to the VRMS for system value re-generation and final value review.

(e) The value review must –

1) Compare the records in the new valuation roll against the current consolidated valuation roll, the GIS valuation roll cadastral layer and the current financial billing system data for any anomalies and missing records for investigation and correction. The exercise should include comparison of physical records, values, ownership and categories of property;
2) Identify and investigate any missing / zero data or values;
3) Compare the gross building extents captured on the VRMS against digitised building extents taking account of the number of storeys and identify and investigate major anomalies (where applicable);

4) Review values based on rates per unit of comparison to identify inconsistencies for correction;

5) Screening of highest and lowest values in terms of use and neighbourhood for abnormal values;

6) Review the new valuation roll values and categories against previously decided objections and appeal decisions to identify any anomalies.

7) Assess values for reasonableness by interrogating the data, draft values and final values, highlighting any anomalies and recommending corrective action and value amendments or justification for such anomalies;

8) Compare building areas collected against the digitised areas for major anomalies for further investigation;

9) Ensure that each property has been valued equitably in relation to other like properties;

10) Determine value uniformity by conducting sale ratio studies in terms of International Association of Assessing Officers IAAO guidelines;

11) Assess the category assigned to each property for reasonableness.

(f) The valuer responsible for the value review must provide an approval on a sample batch basis of property values.

(g) If the valuer responsible for the value review does not accept a value estimate, the necessary adjustments must be made to the property data or valuation models to adjust the property value in line with market indicators.

(h) The valuer responsible for the value review must select the value that can be documented as most representative of the true property value.

(i) An override of value may not be made for a property of which the value is incorrect due to a data error.

(j) When in the judgment of the valuer responsible for value review an override of a calibrated mass appraisal model is required, a notation must be recorded in the CAMA system, in the form of a unique override code that explains the value methodology.

(k) The override code must be maintained in a way that will allow a query to select, sort and print specific property data through the VRMS system.

(l) When the final value deviates by more than 10%, from the estimate provided by a current market based valuation model, the Municipal Valuer must assess the reasonableness before adopting the value changes.

(m) The Service Provider must keep a record of value review (value review form) for audit purposes showing the review date, name of the valuer responsible for the value review, new override value and reasons for value change.

(n) The value review form of all changed values must be delivered with the final certified valuation roll.

(8) Copy right of valuation rolls and other data (s85)

(a) The Service Provider must comply with the MPRA section 85 and the bid specifications. As extracted from the MPRA - ***"Copyright of valuation rolls and other documents produced by municipal valuers, assistant municipal valuers or data-collectors in the performance of their functions, and data collected by municipal valuers, assistant municipal valuers or data-collectors for the purpose of preparing valuation rolls, vests in the municipality concerned."***

(b) The Service Provider must ensure that all data, property data, information, documents and reports including CAMA models and calculations produced in terms of the MPRA are available and handed over to the municipality on request. All data, property data, information, reports, files, and documents which are prepared, collected, gathered, formulated and/or researched during a general valuation and any supplementary valuation roll records of updating, belongs to the municipality and must be officially handed over to the municipality at the time that each certified valuation roll or supplementary valuation roll is handed to the municipality.

(c) The typical data, information, reports, files, and documents which are prepared, collected, gathered, formulated and/or researched include, however are not limited to the following –

1) General Valuation (GV) Roll certified (Hard Copy and electronic) if in a GV year
2) Supplementary Valuations and rolls (Hard Copy and electronic)
3) Consolidated Valuation Roll (current roll) (electronic)
4) Valuation Roll GIS cadastral Layer (electronic)
5) Property data (electronic)

6) General Valuation Sales File and GIS sales cadastral file (electronic)

7) General Valuation Deeds Extract (date stamped) for ownership and sales data (electronic)

8) Aerial Photography (electronic)

9) Data Collection Training Manuals (Hard Copy and Soft copy)

10) Sample Data Collection Forms – main property sectors (Hard Copy and Soft copy)

11) General Valuation Methodology by property sector (Hard Copy and Soft Copy)

12) General Valuation Market reports by property sector (Hard Copy and Soft Copy)

13) CAMA models (formula)

14) Data and Information pertaining to reviews, objection reviews and appeals (Hard Copy and Soft Copy).

(d) All specified data must be collated, prepared and handed over with every valuation roll certified or as required by the municipality in spreadsheet, database or CSV format and for the GIS data in an ESRI shape file format, in accordance with the bid specifications.

(e) The Service Provider must deliver a **draft** valuation roll and ALL data / templates, sales data, CAMA models, valuation roll GIS cadastral layer, methodology documents, market reports, training manuals, information and the aerial photography used in the general valuation to determine the values.

by the municipality. The structure, format and content of the valuation roll and data provision must be according to the bid specifications and templates.

(f) A draft valuation roll must be sufficiently complete to enable the municipality to undertake quality assurance.

(g) A draft valuation roll must be delivered with all specified electronic data and demonstrated ability to synchronise the roll data to the Municipality's financial system.

(h) The Service Provider must deliver a **final** valuation roll and ALL property data, the sales data, CAMA models, valuation roll GIS cadastral layer, methodology documents, market reports, training manuals, information and the aerial photography used in the general valuation to determine the values.

The structure, format and content of the valuation roll and data provision must be according to the bid specifications and templates.

(i) The electronic copy of the final valuation roll in a csv, MS Excel or MS Access file format, in accordance with the specified data formats of the bid specifications, must be delivered to the Municipal Manager in a format suitable for synchronising with the Municipality's Solar financial system.

(j) The Service Provider must print and bind the final certified valuation roll in the format prescribed in terms of the MPRA and regulations as well as per requirements of the Municipality.

(k) The reporting and data extracts from the valuation roll management system (VRMS) may require customisation for standardisation from time to time as required by the municipality and the Service Provider will be required to follow and implement the customised reporting and data extracts.

(9) Quality assurance

The quality control and assurance measures must be in terms of this bid and the bid specifications.

(10) Close-out report

The Service Provider must produce a close-out report for the general valuation.

13. OBJECTIONS

(1) The Service Provider must provide support to a municipality for the public notice and inspection period in terms of section 49, and attend to the objection process and deal with objections in compliance with sections 50, 51, 52 and 53 of the MPRA, including the following –

(a) the Service Provider must prepare, print and post the notices in terms of section 49 and 53 of the MPRA;

(b) the Service Provider must record all objections in a database;

(c) the Service Provider must respond in writing to all objectors as required by the MPRA;

(d) the Service Provider must consider and decide objections and amend the valuation roll, where necessary based the Municipal Valuers decision;

(e) the Service Provider must make sales evidence in support of a decision regarding an objection available upon request by the Municipality;

(f) the Service Provider must give written reasons to the Municipal Manager for any Municipal Valuer decision where the value is adjusted by more than 10% up or down;

(g) the Service Provider must prepare and maintain a GIS cadastral layer of objections received with decisions and changes;

(h) the Service Provider must notify an objector of the outcome of an objection and furnish reasons for its decision upon application by the objector;

(i) the Service Provider must furnish written reasons for its decision upon application by an objector;

(j) the Service Provider must prepare a close-out report of all objections received and processed.

(2) The service Provider must physically inspect each property which is the subject of an objection to ensure that data is reviewed and the property is valued correctly. The inspection must include liaison with the owner for verification of data and information.

(3) The service provider must ensure that the valuation roll is adjusted or added to in accordance with the decisions taken by the appeal board in terms of section 69.

(4) The processing and dealing with objections in terms of the MPRA is deemed part of the general valuation and annual maintenance fees and therefore no separate or added

fee is payable for this service. The Service Provider must produce an objection close-out report.

14. APPEALS

(1) The Service Provider must assist the municipality with the resolution of appeals, including the following –

(a) the Service Provider must record all appeals in a database;

(b) the Service Provider must make sales evidence in support of a decision regarding and objection available upon request by the Valuation Appeal Board;

(c) The Service Provider must represent the Municipality at hearings of the Valuation Appeal Board through the Municipal Valuer or an Assistant Municipal Valuer;

(d) the Service provider must amend the valuation roll if the Valuation Appeal Board rules in favour of the appellant.

(e) the Service Provider must prepare and maintain a GIS cadastral layer of appeals received with decisions and changes; and

(f) the Service Provider must prepare a close-out report of all appeals received and processed.

(2) The municipal valuer must attend to all appeals lodged and attend appeal hearings as required.

(3) The service provider must ensure that the valuation roll is adjusted or added to in accordance with the decisions taken by the appeal board in terms of section 69.

(4) The service Provider must review the objection data over a property that is the subject of an appeal and ensure that the property has been inspected at the objection stage to ensure that data is verified and the property is valued correctly. The review may include liaison with the owner for verification of data and information in preparation for an appeal.

(5) The Service Provider must produce an appeal close-out report.

15. VALUATION ROLL MAINTENANCE (Updating of Rolls)

(1) Valuation Roll Maintenance means the performance of the functions of the municipal valuer as contemplated in section 34 and the updating of rolls in terms sections 77, 78 and 79 of the MPRA, and must include:

(i) liaison and communication with the ratepayer or Municipality on any matter omitted from or queried in the valuation roll or subsequent supplementary valuation rolls and the processing of supplementary valuations where necessary;

(ii) the updating of ownership and other particulars to the valuation roll and amendments of the valuation roll as contemplated in section 79 of the MPRA for the duration of the contract;

(iii) undertaking supplementary valuations in terms of sections 77 and 78 of the MPRA in respect of any rateable property—

(a) incorrectly omitted from the valuation roll;

(b) included in a municipality after the last general valuation;

(c) subdivided or consolidated after the last general valuation;

(d) of which the market value has substantially increased or decreased for any reason after the last general valuation;

(e) substantially incorrectly valued during the last generalvaluation;

(f) that must be revalued for any other exceptional reason;

(g) of which the category has changed; or

(h) the value of which was incorrectly recorded in the valuation roll as a result of a clerical or typing error.

(2) Supplementary valuations must reflect the market value of property determined in accordance with market conditions that applied as at the date of valuation, determined by the Municipality and adopted by a Council resolution.

(3) The successful service provider is advised that in terms of Section 21 of the Local Government: Municipal Demarcation Act 27 of 1998, the Municipal Demarcation Board has re-determined the municipal boundaries of certain municipalities which will result in the disestablishment of certain municipalities, the incorporation of adjoining municipalities into existing municipalities and the establishing of new municipalities, to take place during the 2016 municipal financial year.

The service provider must take account of the impacts of demarcation on the revaluation and the updating of the valuation roll by supplementary valuations affecting the subject municipality.

(4) In terms of the MPRA section 78 (5) (a), the municipal valuer must on completion of the supplementary valuation contemplated in subsection (1) (a) to (g), and following a correction contemplated in subsection (1)(h), serve the results of the supplementary valuations or corrections contemplated in subsections (1)(g) and (h), by ordinary mail, or if appropriate, in accordance with section 115 of the Municipal Systems Act, on every owner of property who has been affected by a supplementary valuation contemplated in subsection (1)(a) to (g) and a correction contemplated in subsection (1)(h), a notice reflecting the supplementary valuation or correction of the property, as well as the particulars listed in section 48(2).

(i) The notice referred to in paragraph (a) must inform the property owner that he or she may lodge a request for review with the municipal manager in writing, within 30 days after the posting of the notice in respect of any matter reflected in the supplementary valuation.

(ii) The municipal valuer may adjust the valuation on consideration of the request for review contemplated in paragraph (b).

(iii) The service provider must manage all notifications and ensure that all correspondence and communications of supplementary valuations are archived and available on request by the municipality.

(iv) The service provider must on a monthly basis, forward all notifications in terms of section 78 (5) (a) and (b) of the results of the supplementary valuations and review decisions to the municipality for the rates adjustments and for audit purposes.

(v) The format and content of the s78 (5) notice must be prepared in accordance with the guidelines.

(vi) The service provider, must, at least once a year, compile and publish a supplementary valuation roll of all properties on which a supplementary valuation, as contemplated in subsection (1) was made, including review decisions referred to in subsection (5)(b), and make it public and available for inspection in the manner provided for in section 49.

(5) The Service Provider must generate, print and post all Section 78 (5) (a)/(b) and Section 49(1) notices as part of administrative support.

(6) The Service Provider must attend to valuation roll queries received from ratepayers or the Municipality outside the objection and appeal process and update the valuation roll where necessary by supplementary valuation.

(7) The Service Provider must update the valuation roll with any supplementary updates including objections and appeal decisions which includes updating the valuation Roll GIS cadastral layer where spatial changes are effected.

(8) The valuation roll management system must reflect the old value, the corresponding new value, the effective date of the change and indicate the reason for the change and a report of all supplementary roll updates which must include the above reflected changes must be extractable on request by the municipality.

(9) The Service Provider must ensure that all property data, documents, correspondence, data collection forms and review forms emanating from the preparation of a supplementary valuation roll is provided and uploaded to the valuation roll management system against each affected property.

(10) The Service Provider must prepare, produce and supply a consolidated valuation roll in a csv, MS excel or MS Access format on an annual basis OR as required by the municipality in terms of the bid specifications.

(11) The Service Provider must prepare, print and bind a hard copy of the certified supplementary valuation roll in the format prescribed in the MPRA and regulations and submit the certified supplementary valuation roll to the Municipal Manager within the required time frames.

(12) An electronic extract of the supplementary valuation roll must be delivered to the Municipal Manager in csv, MS excel or MS access or in a format suitable for synchronising with the Municipality‘s Solar financial system.

(13) The Service Provider must prepare, generate and print the Section 49(1) notices for the applicable supplementary valuation roll for the duration of the bid.

(14) The Service Provider must produce an annual maintenance close-out report.

(15) The Service Provider must attend to and dispose of all objections, appeals and reviews in terms of the MPRA at no add on cost except for the close out reports as contemplated in

annexure (F) (Objections), (G) (Appeals) and (H) Supplementary

Report (with objection and appeal) and the attendance at valuation appeal board hearing meetings which may be charged at a fee to be negotiated between the bidder and the municipality before the bid award.

PRICING SCHEDULE AND PROJECT WORK PROGRAMME

1. The Bidder must complete the Pricing Schedule **table 1** below and the cost of the Bid is to be inserted under **"GRAND TOTAL COST OF BID"** which will be the full and final Bid price. The pricing must take cognisance of the Bid Specification document regarding data, information and document management with specific reference to the structure, format and content and the provision of data extracts.

2. The Bidder must complete the priced Project Work Programme with realistic time frames as shown in **table 2** below and the total price must be the same as the final Bid price reflected under **"GRAND TOTAL COST OF BID".**

3. The Project Work Programme and cash flow will be managed with reference to table 2, and finalised with the Bidder if the Bidder is appointed as Service Provider.

4. A property count based on the current valuation roll has been included for pricing divided into their categories of property identified (or if available the property use) in the last valuation roll. The new valuation roll when prepared will need to be aligned to the adopted rates policy and category of properties of the municipality and the service provider must familiarise itself with the rates policy and categories of property adopted by the municipality**. As part of the project methodology submission referred to in the Bid Evaluation Criteria, bidders must stipulate their valuation methodology used to inform their pricing items where VALUATION AND RATING OF COMMUNAL PROPERTY, has reference.**

5. The Bid requires that the designated Municipal Valuer carry out the functions of the Municipal Valuer in terms of the MPRA and specifically section 34 of the MPRA.

6. The Municipality shall retain an amount equal to 10% of all payments to be made to the Bidder. Such retention shall be pa id over to the successful service provider within 60 days of the Final Delivery Certificate (General Valuation) having been issued by the Municipality in terms of the Bid. No retention applies to valuation appeals or supplementary valuation rolls in terms of this bid.

7. The Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid in whole or any part. The municipality further reserves the right not to award this bid.

8. Bidders must be fully acquainted with and implement all legislative amendments, policies, guidelines and standards impacting on the MPRA in support of this bid. No additional fees will be payable relating to these amendments during the contact award period.

TABLE 1: PRICING SCHEDULE PER ITEM AND QUANTITY

No	Description	Unit	Quantity	Bid Rate incl VAT	Bid Amount (R) incl VAT
	PART A: SCHEDULE OF PER FIXED AMOUNTS: GENERAL VALUATION BID				
1	**Project Management Function**	**N/A**			**N/A**
2	**Project Office & Project Establishment**				
3	**Valuation Roll Management System (VRMS) read with clause 10 of the bid specification and Section "N" of the Bid. Includes all data extracts / exports.**				
3.1	Valuation Roll Management System installed and tested - confirmed licenced, available, functional and usable with certification and demonstration completed. Includes all data extracts / exports required at least monthly.	Fixed Cost	1		
4.A	**Aerial Photography (refer to specifications)**				
4A.1	Acquire aerial photography/imagery for the Town (urban) areas only (0.35 resolution)	Fixed cost item	1		
4A.2	Acquire aerial photography/imagery for the balance being Rural/Farm areas only (0.35 resolution)	Fixed cost item	1		
4A.3	Acquire Oblique imagery (including Orthophoto Mosaics) with supporting software for the Town (urban) areas only (If required)	Fixed cost item	1		
4A.4	Acquire Oblique imagery (including Orthophoto Mosaics) with supporting software for the balance being Rural/Farm areas only (If required)	Fixed cost item	1		

No	Description	Unit	Quantity	Bid Rate incl VAT	Bid Amount (R) incl VAT
4.B	**Property Register creation, data support and delivery of components**				
4B.1	Identify data sources	Fixed cost item	1		
4B.2	Acquire, clean and prepare data (in addition to 4B.3 and 4B.4 below)	Fixed cost item	1		
4B.3	Deeds office data (ownership and sales data) extracts as per bid document and integration to VRMS	Fixed cost item	1		
4B.4	Prepare and create Property Register which shall comprise an electronic data base of all properties in terms of the bid specifications and best practice	Fixed cost item	1		
4B.5	Prepare and create a GIS Valuation Roll cadastral layer in ESRI shape file format aligned to the property register database as per bid document specifications	Fixed cost item	1		
4B.6	Undertake a record match between the new property register database (valuation roll) records and the GIS valuation roll cadastral layer and produce an exception report with corrective action plan.	Fixed cost item	1		
4B.7	Undertake a record match between the new property register database (valuation roll) records and the rates financial system records and identify mismatches in a report.	Fixed cost item	1		
4B.8	Prepare and capture a digitized building footprint plan (layer) on a GIS ESRI platform for each building valued using the specified aerial photography.	Fixed cost item	1		
5	**Project reports: Data Collection & Capture QA; Sales Review; Market and Valuation Methodology Reports; Close out reports**				
5.1	Residential Contract Sales Review/Market Report & Valuation Methodology Report (to be read with annexure D) : 1) Initial market report and (2) final market report	Fixed cost item	1		
5.2	Non-Residential (includes agricultural PSI and special property types) Contract Sales Review/Market Report/ Costs reports & Valuation Methodology Reports (to be read with annexure D): 1) Initial market report and (2) final market report	Fixed cost item	1		
5.3	Data Collection, Data Capture and Digitized Building Footprint methodology, quality assurance plans and training manuals.	Fixed cost item	1		
5.4	General Valuation Roll (GV) close out report **(Annexure E)**	Fixed cost item	1		

No	Description	Unit	Quantity	Bid Rate incl VAT	Bid Amount (R) incl VAT
5.5	**General valuation roll objections / appeals processing**: by the municipal valuer in terms of the MPRA as envisaged by Sections 50, 51, 52, 53 and 69 and the bid specifications.	NA	NA	To include in price per property	To include in price per property
5.6	General Valuation Objection processing close out report: including count, value changes and GIS spatial layer update (including Year 1) **Annexure F**	Fixed cost item	1		
5.7	General Valuation Appeals processing (only attendance at appeal boards can be claimed as quoted under Part D of the schedule).	NA	NA	To include in price per property	To include in price per property
5.8	General Valuation Appeal close out report: including count, value changes and GIS spatial layer update (including Year 1) **Annexure G**	Fixed cost item	1		
5.9	Collection and upload of photographs (JPEG format and 2 photos per building). To be priced on a rate per property if required.	Per Property	0	0	**0**
	Sub-Total (1.1 to 5.9)		**NA**		

	PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID				
6	**Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable mass appraisal standards, Annexure "A" and "D" of the Bid documents)**		**"No." below to be provided and inserted by Local Municipality**	**Bid Rate incl VAT**	**Bid Amount (R) incl VAT**
	Farms/Agricultural/Rural Communal/PSI/Vacant Land (6.1 to 6.7)				
6.1	Agricultural property [COP s8 MPRA]	No.	**2 278**		
6.2	Rural communal property	No.	**0**		
6.3	Public Service Infrastructure Properties (PSI) – Grouped [COP s8 MPRA]	No.	**270**		
6.4	Vacant Land	No	**0**		
6.5	State Trust Land (STL)	No.	**0**		
6.6	Government Owned property	No.	**477**		
6.7	Collection of Postal Addresses (Farm/Agricultural/PSI/Rural communal residential) schedule from municipality	No.	**0**		
	Sub-Total (6.1 to 6.7)		**3 025**		

	PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID				
6	**Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable mass appraisal standards, Annexure "A" and "D" of the Bid documents)**		**"No." below to be provided and inserted by Local Municipality**	**Bid Rate incl VAT**	**Bid Amount (R) incl VAT**
	Residential (6.8 to 6.15)				
6.8	Residential Property [COP s8 MPRA]	No.	**99 619**		
6.9	Sectional Title Residential (number of units)	No.	**0**		
6.10	Low Income Housing	No.	**0**		
6.11	Vacant Residential Land	No.	**11 238**		
6.12	Communal property	No.	**0**		
6.13	Registered rights to extend (sectional title)	No.	**0**		
6.14	Registered exclusive use areas (sectional title)	No.	**0**		
6.15	Collection of Postal Addresses residential	No.	**0**		
	Sub-Total (6.8 to 6.15)		**111 221**		
	Non Residential (6.16 to 6.21)				
6.16	Business & Commercial Property [COP s8 MPRA]	No.	**2 278**		
6.17	Industrial Property [COP s8 MPRA]	No.	**686**		
6.18	Sectional Title – Business	No.	**0**		
6.19	Vacant Commercial / Industrial	No.	**568**		
6.20	Municipal owned property	No.	**3 211**		
6.21	Collection of Postal Addresses (Non residential)	No.	**0**		
	Sub-Total (6.16 to 6.21)		**6 743**		
	Specialised Properties (6.22 to 6.61)				
6.22	Abattoirs	No.	**3**		
6.23	Airports/airfields	No.	**1**		
6.24	Casinos	No.	**1**		
6.25	Civic Centre/ Community Halls	No.	**14**		
6.26	Clinics	No.	**12**		
6.27	Creches	No.	**14**		

	PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID				
6	**Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable mass appraisal standards, Annexure "A" and "D" of the Bid documents)**		**"No." below to be provided and inserted by Local Municipality**	**Bid Rate incl VAT**	**Bid Amount (R) incl VAT**
6.28	Golf Courses and Golf estates	No.	**2**		
6.29	Grain Co-ops	No.	**0**		
6.30	Grain Depots	No.	**3**		
6.31	Heavy Manufacturing/Engineering	No.	**0**		
6.32a	Hospitals (COP Public Service Purpose – used by organ of state)	No.	**3**		
6.32b	Hospitals (Private)		**2**		
6.33	Hotel, Resort & Conference Centre	No.	**0**		
6.34	Courts of Law (COP Public Service Purpose – used by organ of state)	No.	**0**		
6.35	Libraries	No.	**9**		
6.36	Military Bases	No.	**0**		
6.37	Mining Property [COP s8 MPRA]	No.	**79**		
6.37.1	National and provincial libraries and archives (COP Public Service Purpose – used by organ of state)	No	**0**		
6.38	Old Age / Retirement Homes	No.	**0**		
6.39	Petrol Filling Stations	No.	**15**		
6.40	Places of Worship	No.	**490**		
6.41	Police Stations (COP Public Service Purpose – used by organ of state)	No.	**10**		
6.42	Post Offices	No.	**7**		
6.43	Power Stations & Substations	No.	**13**		
6.44	Correctional facilities / Prison (COP Public Service Purpose: used by organ of state)	No.	**4**		
6.45	Quarry	No.	**0**		
6.46	Racetrack	No.	**1**		
6.47a	School (COP Public Service Purpose – used by organ of state)	No.	**70**		
6.47b	School (Private)		**6**		
6.48	Shopping Centre	No.	**20**		

	PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID				
6	**Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable mass appraisal standards, Annexure "A" and "D" of the Bid documents)**		**"No." below to be provided and inserted by Local Municipality**	**Bid Rate incl VAT**	**Bid Amount (R) incl VAT**
6.49	Sports Facilities including Stadiums	No.	**15**		
6.50	Specialised Non-Market Properties	No.	**0**		
6.51	Vacant Other Land	No.	**37**		
6.52	Land Tenure Right (Section 1 of Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1991)	No.	**0**		
6.53	Protected areas	No.	**0**		
6.54	Properties used for Eco Tourism	No.	**0**		
6.55	Properties on which National Monuments are Proclaimed	No.	**0**		
6.56	Boarding House	No.	**0**		
6.57	Registered rights to extend (sectional title)	No.	**0**		
6.58	Registered exclusive use areas (sectional title)	No.	**0**		
6.59	Public Benefit Organisation Property [COP s8 MPRA]	No.	**88**		
6.60	Special Purposes property	No.	**0**		
6.61	Collection of Postal Addresses (Special)	No.	**0**		
	Sub-Total (6.22 to 6.61)		**919**		
	Other property not specified above (6.62 to 6.72) – municipality to specify as required				
6.62		No.	**0**		
6.63		No.	**0**		
6.64		No.	**0**		
6.65		No.	**0**		
6.66		No.	**0**		
6.67		No.	**0**		
6.68		No.	**0**		
6.69		No.	**0**		

	PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID				
6	**Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable mass appraisal standards, Annexure "A" and "D" of the Bid documents)**		**"No." below to be provided and inserted by Local Municipality**	**Bid Rate incl VAT**	**Bid Amount (R) incl VAT**
6.70		No	**0**		
6.71		No.	**0**		
6.72	Collection of Postal Addresses	No.	**0**		
	Sub-Total (6.62 to 6.72)		**121 544**		
I	**GRAND TOTAL (A + B) (1.1 to 6.72)**				

	PART C: VALUATION ROLL MAINTENANCE BID				
Item	**Description**	**Unit**	**Quantity**	**Comment**	**Bid Amount (R) (incl VAT)**
7	**Updating of valuation rolls:** Perform the functions of the municipal valuer, preparation of supplementary valuations and preparation of an annual supplementary valuation roll in terms of the MPRA and Bid specifications with the Annexure —Hll report. (table 1 cross ref item 7)				
7.1	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(First Financial Year after GV effective date)**	Annual fee (Year 1)	1		
7.1.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(First Financial Year after GV effective date)**	Annual fee (Year 1)	1		

	PART C: VALUATION ROLL MAINTENANCE BID				
Item	**Description**	**Unit**	**Quantity**	**Comment**	**Bid Amount (R) (incl VAT)**
7.1.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(First Financial Year after GV effective date). Annexure H**	Report Annual fee (Year 1)	1		
7.2	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(Second Financial Year after GV effective date)**	Annual fee (Year 2)	1		
7.2.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(Second Financial Year after GV effective date)**	Annual fee (Year 2)	1		
7.2.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(Second Financial Year** after GV effective date) **Annexure H**	Report Annual fee (Year 2)	1		
7.3	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(Third Financial Year after GV effective date)**	Annual fee (Year 3)	1		
7.3.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(Third Financial Year after GV effective date)**	Annual fee (Year 3)	1		
7.3.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(Third Financial Year** after GV effective date) **Annexure H**	Report Annual fee (Year 3)	1		

	PART C: VALUATION ROLL MAINTENANCE BID				
Item	**Description**	**Unit**	**Quantity**	**Comment**	**Bid Amount (R) (incl VAT)**
7.4	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(Fourth Financial Year after GV effective date)**	Annual fee (Year 4)	1		
7.4.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(Fourth Financial Year after GV effective date)**	Annual fee (Year 4)	1		
7.4.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(Fourth Financial Year** after GV effective date) **Annexure H**	Report Annual fee (Year 4)	1		
7.5	**Updating of valuations rolls**: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) **(Fifth Financial Year after GV effective date)**	Annual fee (Year 5)	1		
7.5.1	**Updating of Valuation Roll GIS Cadastral layer:** In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. **(Fifth Financial Year after GV effective date)**	Annual fee (Year 5)	1		
7.5.2	**Supplementary Valuation Roll report:** Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum **(Fifth Financial Year** after GV effective date) **Annexure H**	Report Annual fee (Year 5)	1		
	SUB TOTAL (7.1 to 7.5.2)				

8	**Valuation roll management system (VRMS) (Available, licenced and functional as per bid and bid specifications). Includes all data extracts / exports required at least monthly.**				
8.1	VRMS Licence SLA Year 1 (first Financial Year after GV effective date)	Annual fee	1		
8.2	VRMS Licence SLA Year 2 (second Financial Year after GV effective date)	Annual fee	1		
8.3	VRMS Licence SLA Year 3 (third Financial year after GV effective date)	Annual fee	1		
8.4	VRMS Licence SLA Year 4 (fourth Financial Year after GV effective date)	Annual fee	1		
8.5	VRMS Licence SLA Year 5 (fifth Financial Year after GV effective date)	Annual fee	1		
	SUB TOTAL (8.1 to 8.5)				
II	**GRAND TOTAL (C) (7.1 to 7.5.2 plus 8.1 to 8.5)**				
I + II	**GRAND TOTAL COST OF BID (A + B + C)**				

	PART D: SCHEDULE OF RATES: GENERAL VALUATION BID (NOT PART OF BID PRICE) Must be priced for bid validity				
Item	**Description**	**Unit**	**Quantity**	**Comments**	**Bid Amount incl VAT**
9	**Attendance at appeal board meetings by the municipal valuer or by the representative assistant municipal valuer (by delegation) for appeal hearings and objection reviews. Based on actual attendance and evidence of the official approved attendance register of the appeal board.**				
9.1	Attendance at Appeal Board meetings by the Municipal Valuer	Per Appeal	1		
9.2	Attendance at Appeal Board meetings by the delegated assistant municipal valuer	Per Appeal	1		
9.3	Vehicle travel to attend appeal board hearings and meetings	Per Km	1		
10	**Added services (if required)**				
10.1	Attending to Valuations outside of the scope of this Bid	State the basis of fees incl VAT	1		
10.2	Attending to Valuations and assisting the municipality in preparing an asset register for fixed property in terms of section 63 of the Municipal Finance Management ACT 56 of 2003, GRAP and the asset management policy of the municipality	Annual Fee	1		

TABLE 2: PROJECT WORK PROGRAM – TO PRICE AND INCLUDE TIME FRAMES

Task ID	Part A, B and C : Deliverables and work program	Time frames From	Times frames To	Price (Incl VAT)
1	**Project Management Function**	**N/A**	**N/A**	**N/A**
2	**Project Office & Project Establishment**	**N/A**	**N/A**	**N/A**
3	**Valuation Roll Management System (VRMS) – GV**			
4A	**Acquire aerial and / or oblique photography/imagery**			
4B	**Property Register creation, data support and delivery of components**			
5	**Property Sales Review; Market and Valuation Methodology Reports (All property)**			
6	**RESIDENTIAL Data collection / capture and quality assurance**			
7	**RESIDENTIAL Valuations**			
8a	**NON RESIDENTIAL Data collection / capture and quality assurance**			
8b	**SPECIALISED PROPERTY Data collection / capture and quality assurance**			
9a	**NON RESIDENTIAL Valuations**			
9b	**SPECIALISED PROPERTY Valuations**			
10a	**Valuation Roll (GV) certification and delivery**			
10b	**Valuation Roll (GV) close out report (Annex E)**			
11	**General Valuation Objections / Appeals processing and management (Annex F / G)**			
12	**Updating of valuation rolls (Annual Fee)**			
12.1	Municipal Valuer function / 12.1.1 GIS roll cadastral / 12.1.2 Evidence and Close out Annex H			
12.2	Municipal Valuer function / 12.2.1 GIS roll cadastral / 12.2.2 Evidence and Close out Annex H			
12.3	Municipal Valuer function / 12.3.1 GIS roll cadastral / 12.3.2 Evidence and Close out Annex H			
12.4	Municipal Valuer function / 12.4.1 GIS roll cadastral / 12.4.2 Evidence and Close out Annex H			
12.5	Municipal Valuer function / 12.5.1 GIS roll cadastral / 12.5.2 Evidence and Close out Annex H			
13	**Valuation roll management system (VRMS) licensing – post GV for five (5) years**			
I + II	**GRAND TOTAL COST OF BID (A + B + C) must equate to table 1 bid cost**			

PART 3

PART 3.1: BID FOR REQUIREMENTS OF MATJHABENG LOCAL MUNICIPALITY

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MATJHABENG LOCAL MUNICIPALITY					
BID NUMBER:	**BID/03/2025-26**	CLOSING DATE:	**13 JUNE 2025**	CLOSING TIME:	**14:00**
DESCRIPTION	**GENERAL VALUATION AND PREPARATION OF THE VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2026 AND PREPARATION AND UPDATING OF VALUATION ROLLS FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2031**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

C/O RYK AND STATEWAY STREET
CIVIC CENTRE
WELKOM
9460

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**		**R**	
SIGNATURE OF BIDDER	……		**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**FINANCE (SCM)**	CONTACT PERSON	**MR. S SEJAKE/MRS. M MOFOKENG**
CONTACT PERSON	**MR. L SEBATANE**	TELEPHONE NUMBER	**057 916 7419/057 916 7400**
TELEPHONE NUMBER	**057 391 3911**	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	**SAINT.SEJAKE@MATJHABENG.CO.ZA**
E-MAIL ADDRESS	**LESIBOS@MATJHABENG.CO.ZA**		**MANNANA.MOFOKENG.CO.ZA**

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

PART 4

PART 4.1: TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD2

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

2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.

2.2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

2.3 The valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Expired copies of the Tax Clearance Certificate(s) will not be accepted.

2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

2.5 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za

2.6 Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

PART 4.2: DECLARATION OF INTEREST

MBD4

1. **No bid will be accepted from persons in the service of the state.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible 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 declares their position in relation to the evaluating /adjudicating authority and /or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, shareholder etc.)	
3.4	Company Registration Number	
3.5	Tax Reference Number	

MSCM Regulations: "in the services of the state *means to be:–

(a) member of
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the National Assembly or the National Council of Provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any 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.

3.6	VAT Registration Number		
3.7	Are you presently in the service of the state?	YES	NO
3.7.1	If so, furnish particulars:		

3.8	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1	If so, furnish particulars		

3.9	Dou you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1	If so, furnish particulars		

3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1	If so, furnish particulars		

3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1	If so, furnish particulars		

3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars		

4. **Full details of directors / trustees / members / shareholders.**

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number/ Persal Number**

5. **DECLARATION**

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

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

SIGNATURE		**DATE**	

NAME OF SIGNATORY	
POSITION	
NAME OF COMPANY	

PART 4.3: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

MBD 5

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

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

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

……...

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

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

……...

2.2 If yes, provide particulars:

……...

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

3.1 If yes, furnish particulars.

……..

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

4.1 If yes, furnish particulars.

……...

DECLARATION

I, the undersigned (name) ..... , certify that the information furnished under 4.3 above is correct.
I accept that the state may act against should this declaration prove to be false.

SIGNATURE:		**DATE:**	

NAME OF SIGNATORY	
POSITION	
NAME OF COMPANY	

PART 4.4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

MBD 6.1

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

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

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1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this bid is 80/20 or 90/10 preference point system.

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **The maximum points for this tender are allocated as follows:**

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "**price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE				
LOCALITY				

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

…….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

…….

DATE: ……

ADDRESS: ……

……

PART 4.5: MUNICIPAL RATES AND TAXES

Names of Company	Physical residential address of the Company	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach Municipal Account

DECLARATION

I, THE UNDERSIGNED (NAME) .....

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

..... **.....**

Signature **Date**

..... **.....**

Position **Name of Bidder**

PART 4.6: AUTHORISED SIGNATORY

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors **MUST** establish their authority by attaching a copy of the relevant resolution of their Board of Directors, Members, or Partners duly signed and dated.

An **example** for a company is shown below:

"By resolution of the board of directors passed on_____ 20_____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract_____ No_____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his/her capacity as: _____

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

PART 4.7: CONTRACT FORM

MBD 7.2

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)

1. 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 / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing 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;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) 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 fulfillment of this contract.

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

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 …….

2 …….

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I….....in my capacity as..... Accept your bid under reference number …..……..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 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS[1]

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

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

   (iv) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Special Conditions of Contract;

   (v) General Conditions of Contract; and
   (vi) Other (specify)

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

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

5. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.

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

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2. ……

---

1 "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

4. I…… in my capacity as……..…. accept your bid under reference number ……dated… .....for the leasing of property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).

5. I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

PART 4.8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD8

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 persons 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**

…….. ……..

Position **Name of Bidder**

PART 4.9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD9

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**

PART 5

DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the Parts below, if included, that it shall be deemed to form and be construed as part of this agreement:

(i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination
- Special Conditions of Contract;

(ii) General Conditions of Contract; and
(iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) ……..…….

CAPACITY ……..…….

SIGNATURE ……..…….

NAME OF FIRM ……...

DATE ……...

WITNESSES	
1	……..……
2.	…….
DATE:	…….

PART 6

JOINT VENTURE AGREEMENT

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____ (Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Matjhabeng Local Municipality in respect of the following:

BID/03/2026-27: GENERAL VALUATION AND PREPARATION OF THE VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2026 AND PREPARATION AND UPDATING OF VALUATION ROLLS FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2031

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the **Joint Venture**).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Matjhabeng Local Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Matjhabeng Local Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:
NB: **COMPULSURY TO BE COMPLETED** IN CASE OF JOINT VENTURE

NAME		**ID NUMBER**	**DIRECTORS/OWNERS PERSONAL TAX NUMBER**	**SIGNATURE**
1				
2				
3				
4				
5				
6				
7				
8				
9				
Name of Joint Venture				
Names of Each Enterprise:				

(1) Name and Address of Enterprise:	
2) Name and Address of Enterprise:	
3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	YES ☐ NO ☐
CIDB Registration Number(s), if applicable:	

Submit your Joint Venture Agreement together with this tender document. <u>If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.</u>

SIGNED ON BEHALF OF JOINT VENTURE _____

COMPULSARY DOCUMENTATION/CHECKLIST TO BID DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: **Failure to submit this documentation will result in the tender being non-responsive.** To be completed and signed by the bidder.

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO WILL RESULT IN BID BEING DISQUALIFIED)			
No	**Description**	**Yes/No OR N/A**	**File Splitter Name/Number (i.e. reference in the file)**
1	Certificate of authority for signatory with Company Letterhead.		
2.	Joint Venture (JV) Agreement/Disclosure (if applicable).		
3.	Certified copy(s) of Company/CC/Trust/Partnership Registration Certificate(s).		
4.	Municipal Account of the Company which is not more than three (3) months in arrears/Lease Agreement of the Company with proof that the rental includes their municipal rates and taxes or municipal charges.		
5.	Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted.		
6.	If required by law, three (3) sets of Audited Annual Financial Statements for the past three (3) financial years		
7.	The Professional Valuer must be registered with the South African Council for the Property Valuers Profession [SACPVP].		
8.	MBD 1 – Is the form duly completed and signed?		
	MBD 2 – Tax clearance certificate requirements		
	MBD 4 – Is the form duly completed?		
	MBD 5 – Declaration for Procurement above R10 Million		
	MBD 6.1 – Is the form duly completed and signed?		
	MBD 7 – Contract Form		
	MBD 8 – Is the form duly completed and signed?		
	MBD 9 – Is the form duly completed and signed?		
	Declaration - Is the form duly completed and signed?		
9.	COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.		

ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO <u>WILL</u> RESULT IN BID BEING DISQUALIFIED)

	<u>Description</u>	**<u>Yes/No OR N/A</u>**	**<u>File Splitter Name/Number (i.e. reference in the file)</u>**
10.	**Other documentation as required for administrative compliance criteria**		

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO WILL RESULT IN BID BEING DISQUALIFIED)			
11.	**Documentation as required for functionality criteria**	**Yes/No OR N/A**	**File Splitter Name/Number (i.e. reference in the file)**

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO WILL RESULT IN BID BEING DISQUALIFIED)			
1.2	**Documentation required for Price and Preference Evaluation**	**Yes/No OR N/A**	**File Splitter Name/Number (i.e. reference in the file)**
	B-BBEE status level of contribution.		
	Locality Proof: Registration Document/Municipal Account/Lease Agreement		

I,.....confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

……. **……..**

Signature **Date**