BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 86/23: COMPILATION OF AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY ROLLS FOR WC024 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT 6/2004)

TENDER NUMBER: **B/SM 86/23**
DESCRIPTION: **COMPILATION OF AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY ROLLS FOR WC024 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT 6/2004)**
CLOSING DATE: **22 May 2023**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:
Tender Specifications: Henry Mitchell at 021 808 8016**:** e-mail: Henry.Mitchell@stellenbosch.gov.za
SCM Requirements: Jeanette Williams at 021 808 8524**: e** mail:Jeanette.Williams@stellenbosch.gov.za
Office hours for collection; 08h00-15h30

A Compulsory Clarification Meeting will be held on **02 May 2023 at 10:00 at Stellenbosch Municipality, Finance Department, Revenue Boardroom Ground Floor, 17 Plein Street, Stellenbosch.** Tenderers must ensure to report before **09h45** at the Enquiries Desk of the Stellenbosch Municipality, Entrance at Neetlinghuis Building, Ryneveld Street. Strict Covid-19 Protocol will be applicable and Tenderers must submit their name, contact detail (e-mail address and cell phone number) of the person who will represent the Tenderer at the Compulsory Meeting to:

Pieter Wagener – E-mail Address - pieter.wagener@stellenbosch.gov.za clearly marked **High Importance: Compulsory Valuation Tender Meeting**: **before 26 April 2023** at 12h00 - Please ensure you receive an acknowledgement of receipt from Mr Wagener. Tenderers who fail to forward their details in the time frame will not be allowed to attend the briefing session.In the event of a Joint Venture, one of each company must attend the site meeting.

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with **"B/SM 86/23: COMPILATION OF AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY ROLLS FOR WC024 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT 6/2004) ",**clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract**,** Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:80/20 in terms of the approved policy.

Price	**80**
B-BBEE status level of contribution	**20**
Total points for Price & B-BBEE	**100**

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.
6. Functionality is applicable to this Tender. Tenderers are required to attain a minimum score of 80 points for the functionality in order to be further evaluated in terms of the preference point's system

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fe**e of R 367.50 per document.***

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 86/23: OPSTEL EN INSTANDHOUDING VAN DIE ALGEMENE WAARDASIE ROL EN AANVULLENDE WAARDASIES IN WC024, IN TERME VAN PLAASLIKE OWERHEDE, MUNISIPALE EIENDOMSBELASTINGSWET 2004 (WET)

TENDER NOMMER:	**B/SM 86/23**
BESKRYWING:	**OPSTEL EN INSTANDHOUDING VAN DIE ALGEMENE WAARDASIE ROL EN AANVULLENDE WAARDASIES IN WC024, IN TERME VAN PLAASLIKE OWERHEDE, MUNISIPALE EIENDOMSBELASTINGSWET 2004 (WET**
SLUITINGSDATUM:	**22 Mei 2023**
TYD VAN SLUITING:	**12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

NAVRAE:
Tender spesifikasies: Henry Mitchel by 021 808 8016; E-pos: Henry. Mitchell@stellenbosch.gov.za
Vkb vereistes: Jeanette Williams by 021 808 8524; E-pos:Jeanette.Williams@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingsessie** sal gehou word op **02 May 2023 om 10:00 te Stellenbosch Munisipaliteit, Finansies Departement, Revenue Boardroom , Grondvloer, Pleinstraat 17, Stellenbosch.** Tenderaars moet, voor **09h45,** rapporteer by die Navraag Toonbank van die Stellenbosch Munisipaliteit, Ingang by die Neethlinhuis gebou, Ryneveldstraat. Streng Covid-19 protokol sal van toepassing wees en Tenderaars moet hul naam en kontak besonderhede (e-pos en selfoon nommer), van die persoon wie die Tenderaar op die Verpligte Vergadering sal verteenwoordig, stuur aan:

Pieter Wagener – E-pos Adres - pieter.wagener@stellenbosch.gov.za duidelik gemerk "**High Importance: Compulsory Valuation Tender Meeting"**: voor **26 April 2023** : 12h00 – Maak seker u ontvang 'n ontvangserkenning vanaf Mnr Wagener. Tenderaars wie nie hul besonderhede in die voorgeskrewe tydgleuf stuur nie, sal nie toegelaat word om die Verpligte Inligtingsessie by te woon nie.
In die geval van n gesamentlike onderneming moet een persoon van elke maatskappy die verpligte inligtingsessie bywoon.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees **vir 180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëlde tenders duidelik gemerk: "**BSM 86/23 OPSTEL EN INSTANDHOUDING VAN DIE ALGEMENE WAARDASIE ROL EN AANVULLENDE WAARDASIES IN WC024, IN TERME VAN PLAASLIKE OWERHEDE, MUNISIPALE EIENDOMSBELASTINGSWET 2004 (WET)",**op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeurpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	**80**
BBSEB status	**20**
Totale punte vir prys en B-BSEB	**100**

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.
6. Funksionaliteit is van toepassing op hierdie tender. Tenderaars moet n minimum van 80 punte behaal vir die funksionaliteit om verder geëvalueer te word in terme van die voorkeurpunte stelse

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, *1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van* ***R367.50 per dokument.*** *Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER

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V7 – 16/01/2023

TENDER NO.: B/SM 86/23

COMPILATION OF AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY ROLLS FOR WC024 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT 6/2004)

PROCUREMENT DOCUMENT

NAME OF TENDERER:		
Total Bid Price (Inclusive of VAT) ***(refer to page 96)*:**		
BBBEE LEVEL		
CLAIM POINTS FOR	**LOCALITY**	**N/A**

DATE: April 2023

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Henry Mitchell

Senior Manager Revenue and Expenditure

Tel. Number: **021 808 8016**

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1. TENDER NOTICE & INVITATION TO TENDER

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MUNICIPAL MANAGER

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER KENNISGEWING

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Verseëlde tenders duidelik gemerk: "**BSM 86/23 OPSTEL EN INSTANDHOUDING VAN DIE ALGEMENE WAARDASIE ROL EN AANVULLENDE WAARDASIES IN WC024, IN TERME VAN PLAASLIKE OWERHEDE, MUNISIPALE EIENDOMSBELASTINGSWET 2004 (WET)",**op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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Die voorkeurpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	**80**
BBSEB status	**20**
Totale punte vir prys en B-BSEB	**100**

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
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Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**BSM 86/23**	CLOSING DATE:	**22 May 2023**	CLOSING TIME:	**12:00**
DESCRIPTION	**COMPILATION OF AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY ROLLS FOR WC024 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT 6/2004)**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**							
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
1. ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER PART B:3]		
3. TOTAL NUMBER OF ITEMS OFFERED			**4. TOTAL BID PRICE**		**R**		
5. SIGNATURE OF BIDDER	……		**6. DATE**				
7. 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	Henry Mitchell
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8016
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Henry.Mitchell@stellenbosch.gov.za
E-MAIL ADDRESS	Jeanette.Williams@stellenbosch.gov.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, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY,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:

……...

CONTENTS

PAGE NUMBER

1. TENDER NOTICE & INVITATION TO TENDER 2

TENDER KENNISGEWING 4

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY 9

2. CHECKLIST 10

3. CLARIFICATION MEETING CERTIFICATE 11

4. AUTHORITY TO SIGN A BID 12

5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES 14

6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT 15

7. GENERAL CONDITIONS OF TENDER 24

8. MBD 4 – DECLARATION OF INTEREST 26

9. POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 or 90/10 29

10. **MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES** 39

11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION 41

12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES 43

13. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993) 44

14. FORM OF INDEMNITY 45

PART B – SPECIFICATIONS AND PRICING SCHEDULE 46

16. PRE-QUALIFICATION SCORE SHEET 88

17. SCHEDULE OF PLANT AND EQUIPMENT 92

18. SCHEDULE OF SUBCONTRACTORS 93

19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS 94

20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS 95

21. PRICING SCHEDULE 96

22. DECLARATION BY TENDERER 105

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

2. CHECKLIST

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

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	**Yes**		**No**	
Authority to Sign a Bid - Is the form duly completed and is a **certified copy** of the **resolution** attached?	**Yes**		**No**	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the **B-BBEE Certificate** issued by a Verification Agency accredited by SANAS **or** the **original Sworn Affidavit** attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT **MUST** BE AN ORIGINAL AND **NOT** A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	**Yes**		**No**	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the **Identity numbers**, **residential addresses** and **municipal account numbers** of **ALL** members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)(**Locality N/A for this tender).**	**Yes**		**No**	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid **Letter of Good Standing** from the Compensation Commissioner attached?	**Yes**		**No**	
Form of Indemnity - Is the form duly completed and signed?	**Yes**		**No**	
Pricing Schedule - Is the form duly completed and signed?	**Yes**		**No**	
Declaration by Tenderer - Is the form duly completed and signed?	**Yes**		**No**	

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3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be ***disqualified***

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4. AUTHORITY TO SIGN A BID

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

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

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

2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY**, **a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC**) submitting a bid**, a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

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

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

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

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

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

3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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

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5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

_____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

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

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

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

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

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

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

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6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7. “Day” means calendar day.

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

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

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

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

1.12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.15. “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

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

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

1.27. "Tort" means in breach of contract.

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

1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

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

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

6. Patent rights

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

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

7. Performance security

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

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

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

7.3.2. a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.2. 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.

8.3. 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.

8.4. 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.

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

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8.6. 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.

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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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:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more tha15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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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 purchase actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 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.

General Conditions of Contract (revised July 2010)

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7. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"Tender Number and Title"** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.

2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

2.1. Tenders that are deposited in the incorrect box will not be considered.

2.2. Mailed, telegraphic or faxed tenders will not be accepted.

2.3. Documents may only be completed in non-erasable ink.

2.4. The use of correction fluid/tape is not allowed.

2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.

2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)

2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.

3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181.**

3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;

6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

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7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

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

8.1 Relevant specifications
8.2 Value for money
8.3 Capability to execute the contract
8.4 PPPFA & associated regulations

9 Service Level Agreement

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

10 Centralised Supplier Database

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

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) *(b)* of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA……

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8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	**Full Name of bidder or his or her representative**	
3.2.	**Identity Number**	
3.3.	**Position occupied in the Company (director, shareholder [2] etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	
3.6.	**VAT Registration Number**	

3.7.	**Are you presently in the service of the state?**	**YES**		**NO**	
3.7.1.	If so, furnish particulars:				
3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	
3.8.1.	If so, furnish particulars:				

[1] *MSCM Regulations: "in the service of the state" means to be –*

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

[2] *"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.*

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

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

NB:

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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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

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9. POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 or 90/10

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

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

1. GENERAL CONDITIONS

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

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

1.2

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

b) The 80/20 preference point system will be applicable to this tender .

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed**.(N/A)**

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

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2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "**Locality**" means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).

(h) **"price"** includes all applicable taxes less all unconditional discounts;

(i) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(j) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

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

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24) . **(N/A)**

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5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	N/A	N/A
Outside of the boundaries of the municipality	0	0

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6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . = ……(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N/A).**

YES		NO	

Business Address - ……

……

……

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached). **(N/A).**

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

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

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

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

9.1 Name of company/firm:……

9.2 VAT registration number:……

9.3 Company registration number:……

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ……..

Registered Account Number: …….

Stand Number:……

9.8 Total number of years the company/firm has been in business:……

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

i) The information furnished is true and correct;

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ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

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

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PLEASE COMPLETE IN FULL TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)

(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf: NB!

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

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Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is_____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % =_____%
    - Black Disabled % =_____%
    - Black Unemployed % =_____%
    - Black People living in Rural areas % =_____%
    - Black Military Veterans % =_____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the a NB! Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the

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Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date :_____

NB! ORIGINALLY CERTIFIED/ NOT COPY

_____

Commissioner of Oaths
Signature & stamp
Date:

EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89

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10. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

5. CERTIFICATION

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

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

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

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11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[4] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   3.1. take all reasonable steps to prevent such abuse;

   3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

[4] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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5.1. has been requested to submit a bid in response to this bid invitation;

5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[5] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   7.1. prices;
   7.2. geographical area where product or service will be rendered (market allocation)
   7.3. methods, factors or formulas used to calculate prices;
   7.4. the intention or decision to submit or not to submit, a bid;
   7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
   7.6. bidding with the intention not to win the bid.

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

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

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

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

[5] *Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.*

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12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

- **PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.**

Signature	**Position**	**Date**

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13.	COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
NOTE: **A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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14. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated _____ /20___,

to sign on behalf of the Contractor.

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

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

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

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PART B – SPECIFICATIONS AND PRICING SCHEDULE

15. SPECIFICATIONS

COMPILATION OF AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY ROLLS FOR WC024 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT 6/2004)

PLEASE NOTE: THE FINANCIAL OFFER WILL BE DETERMINED BY MULTIPLYING THE ESTIMATED FIGURES WITH THE QUOTED RATES AS INDICATED BY THE BIDDERS AS INDICATED IN THE PRICING SCHEDULES. THE SUM OF ALL SCHEDULES = TOTAL BID AMOUNT.

QUALIFICATION OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

In terms of Section 39(l)(a) only a person registered as a Professional Valuer or Professional Associated Valuer (without impeding restrictions) in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

The Bidder must at least have 2 members of which both be experienced Professional Valuers or at least one must be an experienced Professional Valuer and one must be a Professional Associated Valuer (with restrictions for municipal valuations) good knowledge and experience of municipal valuations.

Further to the above, the Municipality expects that the appointed valuer has the experience of having had the responsibility to execute at least two general valuations and is a role player in the Bidder's organisation such as an owner, part owner or director.

The Bidder must nominate the person to be designated as the Municipal Valuer by completing **Annexure A.**

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

In such cases **Annexures B and C** must be completed.

The municipality reserves the right to:-

Fully investigate the qualifications, experience and performance of the Bidder's nominated person/s in terms of **Annexures A, B and C** hereof by reference to:

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the nominated persons within the valuation profession;
- The Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
- Municipality reserves the right to interview the nominated person/s.

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

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

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

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of **Annexures A, B and C** bind themselves jointly and severally with the Bidder to fulfil all terms and conditions of this Bid together with all schedules.

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

Compulsory briefing session will be held on the **02 May 2023** at **10h00** at **Stellenbosch Municipality, Finance Department, Revenue Boardroom, Ground Floor, 17 Plein Street, Stellenbosch.** Bidders who do not attend the compulsory briefing session, will not be considered for the bid.

1. DEFINITIONS

In this part of the Bid under the Chapter titled "Part B – Specifications and Pricing Schedule a word or expression derived from a word or expression as defined, has a corresponding meaning unless the context indicates that another meaning is intended.

"Act" or "MPRA"	means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) including any amendments, and any regulations made in terms of section 83 thereof
"Assistant Municipal Valuer"	means a valuer as defined in terms of section 39 (2) of the Act;
"Bid"	shall include: the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by the Bidder as the basis of services to be rendered and any further agreement (such as a Service Level Agreement (SLA)) entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto;
"Bidder"	means the Bidder whose bid has been duly accepted by the Municipality;
"Closing Date"	as per this Bid document
"Commencement Date"	shall mean the first day following the signature date or **1 July 2023** whichever is the latest date;
"Data and Information"	includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets (forms), aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, regression tables, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this bid;
"Data Transfer"	shall mean all data utilised and/or collected by the Bidder including that of the data capturers, which will be transferred by the Bidder to the Municipality on a minimum of a monthly basis and in a format prescribed by the Municipality. Wherever possible all data should be collected and transferred in a recognised electronic format.
"Data Ownership"	all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;

"Date of Valuation"	shall mean the Date of Valuation as determined by the municipality in terms of the Act;
"Date of Draft Submission"	shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their Rates Policy and Tariffs;
"Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);
"Final Delivery Certificate"	means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this bid;
"**Good Standing"**	as per this Bid document
"Municipality"	shall mean Stellenbosch Municipality;
"Municipal Valuer"	means a valuer as defined in terms of section 39(1) of the Act;
"Nominated Person"	means a valuer nominated by the Bidder who will comply with either the provisions of section 39(1) or section 39(2) of the Act;
"Section"	means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) including any amendments;
"Service Level Agreement"	means the contract (SLA) that will be signed by the municipality and the bidder (a copy of the template of the said SLA is attached to this bid for information purposes)
"Signature Date"	means the date of the signed letter of acceptance;
"Specialised Properties"	Specialised Properties are all properties other than residential dwellings, agricultural farming units, and typical income producing properties and include inter alia the following type of properties: • Shopping Centres • Hotels • Conference Centres • Quarries, Mines and Cement factories • Private Hospitals • Airports and Stations • NPO (Non-Profit Organisations)

- PSP (Public Service Purposes)
- PBO (Public Benefit Organisations)

"Substitute Nominated Person"	means the person nominated to substitute the Municipal Valuer;
"Validity Period"	as per this Bid document

2. SCOPE OF TENDER

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

Therefore, the Bidder is expected to deliver the highest level of service excellence and integrity and any communications with the owners must be executed with the humility they deserve. Furthermore, the Bidder must commit themselves to strict confidentiality both during and after the valuation process.

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

The Bidder will be required to prepare a project plan in terms of the **Evaluation Schedule: Technical Approach plan** and to adhere to the time schedules detailed therein, as well as **item 16** hereof.

The Municipality will provide the Bidder with specific data as detailed in **item 13** hereof.

Any further data, sectional title information, or information required to fulfil the requirements of the Act and the specific requirements of the municipality shall be for the sole account and responsibility of the Bidder. It will include any information on any property in the municipality's jurisdiction, such as, but not limited to the following areas:

Stellenbosch	Raithby
Franschhoek	Pniel
Le Roux	Johannesdal
	Longlands
Klapmuts	La Motte
Kylemore	Lanquedoc
Jamestown	Wemmershoek
De Zalze	Lyndoch
Devonvale	Koelpark
Stellenbosch Farms	Koelenhof
Franschhoek / Paarl Farms	Vlottenburg
Kaya Mandi	

3. SERVICES REQUIRED

The Bidder, being experienced and suitably qualified in the process of the valuation of properties are expected to compile and maintain the general valuation roll and the supplementary valuation rolls after the general valuation.
In this process the Bidder and all appointed valuers and staff involved in the municipality's valuation process shall, where relevant, comply with the full extent of the MPRA and the municipality's Rates Policy.

In addition to compiling the said valuation rolls, the Bidder's nominated person/s will be required to assist the municipality in:-

(1) Community Participation and Public Awareness relating to the valuation and objection process.
(2) Attending to Valuation Enquiries on behalf of the municipality.
(3) Valuation of different categories of properties in terms of Section 8 of the MPRA and the municipality's Rates Policy.
(4) Valuation of multiple purpose properties in terms of Section 9 and the review thereof, if so required by the municipality.
(5) Compile valuations in terms of Section 7 of the MPRA and subject to the provisions of Section 30(2) of the MPRA, where applicable. The municipality requires all properties and leaseholds in its jurisdiction to be valued irrespective whether the property is rateable or not.

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

In terms of Section 39(l)(a) only a person registered as a Professional Valuer or Professional Associated Valuer (without impeding restrictions) in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.
The tenderer must at least have 2 members of which at least one must be an experienced Professional Valuer and one must be a Professional Associated Valuer (without impeding restrictions) with good knowledge and experience of municipal valuations.

Further to the above, the Municipality expects that the appointed valuer has the experience of having had the responsibility to execute at least two general valuations and is a role player in the Bidder's organisation such as an owner, part owner or director.

The Bidder must nominate the person to be designated as the Municipal Valuer by completing **Annexure A.**

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

In such cases **Annexures B and C** must be completed.

The municipality reserves the right to:-

Fully investigate the qualifications, experience and performance of the Bidder's nominated person/s in terms of **Annexures A, B and C** hereof by reference to:

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the nominated persons within the valuation profession;
- The Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
- Municipality reserves the right to interview the nominated person/s.

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

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

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

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of **Annexures A, B and C** bind themselves jointly and severally with the Bidder to fulfil all terms and conditions of this Bid together with all schedules.

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

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

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

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

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

Accordingly, the Bidder will be required to compile -. a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000 and that such manual will be attached under **Returnable Schedule 7: Promotion of Access to Information Act** hereof.

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

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

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

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

Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses etc.
Such information may only be disclosed in terms of Sect (44) of the Act

6. CONFIDENTIALITY

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

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

Failure to observe these conditions will constitute a breach of contract, which could result in termination of the Service Level Agreement.

7. PENALTIES AND DEFAULTS

7.1 DEFAULTS

It is a specific condition of this bid that the Bidder is required to perform his task to acceptable standards and shall be obliged to meet the deadlines determined by the municipality. Such contractual obligations shall be determined by the Service Level Agreement.

Serious default shall include but not be limited to:

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

In the case of dishonesty or corruption the municipality may terminate the services of the bidder on immediate proof of conviction being made available to the municipality.

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

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

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

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

7.2 PENALTIES

The Municipality will be entitled to withhold an amount of R 10 000 per day if any delays in terms of stage 5 of the bid occurs.

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

7.3 RETENTION

The municipality shall retain an amount equal to 10% of all payments made. Such retentions shall be paid over to the Bidder within 21 days of the Final Delivery Certificate having been issued by the municipality in terms of the definition hereof.

7.4 INSURANCE

The Bidder shall submit proof in terms of **Returnable Schedule 5: Proof of Insurance Compliance** hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R 3,000,000.00 and Public Liability insurance held by Bidder for a minimum value of R1 000,000.00.

8. CONTRACTORS INFORMATION

The information regarding contractor information must be provided and the bid will not be evaluated if the attached form is not completed and submitted with the bid document.

9. VALUATION SUMMARY

The bid requires a valuation roll to be compiled in terms of section 34(b) of the Act together with the compilation of all supplementary valuation rolls after the general valuation until the implementation of the next general valuation.

Bidder(s) shall base their bid on the estimated number of properties above. Upon submission of the certified valuation roll an adjustment based on the actual number of properties as reflected in the Property Master will be made and compared to the above estimate. The bid price will then be adjusted pro rata on the difference of properties and the price will be calculated relating to the entry under item **22 (Pricing Schedule)** hereof.

The Bidder shall provide the municipality with documented proof of the total number of properties contained in the property master file and the municipality reserves the right to check, audit and verify such properties.

10. OBJECTIONS

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

The cost of complying with the objection process is reflected in **22 (Pricing Schedule)**.

11. APPEALS

The Bidder must attend all hearings of the valuation appeal board hearings. The costs of attending to the hearings are reflected in **22 (Pricing Schedule)**.

12. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

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

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

If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give the Bidder 30 days written notice setting out their findings and request the Bidder to rectify such default, failing which municipality shall be entitled to cancel the services of the Bidder. The Bidder will be given the opportunity to explain to the municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by the Bidder.

All data collected by the Bidder, in no matter the format, is the property of the municipality.

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

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

Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, the Bidder will be required to do a physical inspection and take a street view photograph (photo must be attached to each valuation record) of all properties in the jurisdiction of the municipality. The Bidder must adhere to the following minimum data collection requirements:

Extent of property and all improvements
Name of owner (including part owners)
Physical address of property
Postal address of owner (where available)
Category and Use Codes (in terms of section 8 of the Act and the municipality's Rates Policy)
Multiple uses (if applicable)
Use of property
Specify the extent of all business types
Market value of property
Date of purchase (where available)
Purchase price (where available)
Street view photograph of every property which contain the date, improved or not
Zoning of vacant properties

In the case of each valuation, the above-mentioned data will be collected and documented on the valuation record (field form) by the Bidder. In addition to the above data, all other data to determine the market value of properties are required.

12.1 GENERAL

Property sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this bid.

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

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

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

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

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

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

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

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

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

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

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

1. Copy of Current Valuation Roll;

2. Copies of all current Supplementary Valuation Rolls;

3. Other available data.

OPTIONS

The Municipality will specify which of the following data it will make available to the Bidder and what data it requires the Bidder to obtain at their cost:

13.2 DATA RELATING TO THE COMPILATION OF THE GENERAL VALUATION AND SUPPLEMENTARY VALUATION ROLL FUNCTION

	FUNCTION	MUNICIPALITY TO PROVIDE (when requested by the Bidder)	BIDDER TO PROVIDE / OBTAIN
1.	Aerial photographs/satellite imagery		Bidder can decide, at his discretion, to use aerial photography or not. However, it is compulsory that the bidder physically inspect each property and provide a dated street view photograph of each property inspected.
2.	Building plans	X	
3.	Bulk deeds download at commencement date		X
4.	Cadastre	X	
5.	Copies of all offers received to purchase and/or lease Municipal properties	X	
6.	Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	X	
7.	Copies of all consent use applications received, approved or declined	X	
8.	Copies of all consent use applications, rezoning, consolidations, notarial ties submitted to municipality	X	

	FUNCTION	MUNICIPALITY TO PROVIDE (when requested by the Bidder)	BIDDER TO PROVIDE / OBTAIN
9.	Copies of all approvals and/or rejections by municipality of the above	X	
10.	Copies of all policy decisions relating to immovable property within municipality	X	
11.	Development Plan	X	
12.	GIS Information	X	
13.	Monthly Deeds downloads	X	
14.	Monuments and Heritage buildings declared from time to time	X	
15.	Occupation Certificates where available	X	
16.	Report on properties affected by environmental restraints or subjected to enormous environmental impact assessment requirements		X (If applicable)
17.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.		X(If applicable)
18.	Planned roads and other municipal infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	X	Other infrastructural services where the Municipality is not the owner i.e. railway lines
19.	Town planning scheme	X	
20.	Copy of the annual review of the Rates Policy	X	

14. PRINTING AND BINDING OF ROLLS

The draft valuation roll must be prepared in the prescribed format and submitted on or before the due date of said document.
The Municipality may specify alternate digital formats to each the verification process.

A separate draft valuation roll for each area below, but not limited to same, must be submitted as follows:

Stellenbosch
Franschhoek
Le Roux

Klapmuts
Kylemore
Jamestown
De Zalze
Devonvale
Stellenbosch Farms
Raithby
Pniel
Johannesdal
Longlands
La Motte
Lanquedoc
Wemmershoek
Lynedoch
Koelpark
Koelenhof

Franschhoek / Paarl Farms Vlottenburg
Kaya Mandi

The Bidder shall be responsible for providing 3 copies of the valuation roll, one of which will be certified by him/her (valuer). The valuation rolls shall be printed in A4 format and shall be appropriately indexed.

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

Additional copies of the valuation roll and/or supplementary valuation rolls will be as indicated in **22 (Pricing Schedule)** hereof.

15. PROPERTY MASTER FILE AND SPECIALISED PROPERTIES

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

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

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

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

16. VALUATION SYSTEM

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

16.1 If a mass valuation system is used by the Bidder, the system must be compatible with the valuation system of the municipality.

16.2 The valuation system must be compatible with the management systems (including but not limited to the Municipality's Valuation system and Billing system) that are affected by the valuation process. The valuation system should be installed at a minimum of two computers of the municipality or the municipality must be given direct access to the server of the valuation system of the bidder.

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

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

16.5 <u>In the case of property data</u>

The valuation system must be able to store changes relating to inter alia; Land use, zonings, size, subdivisions, consolidations, excisions, notarial ties etc.

- Current and previous owners
- Date of sale and transfer
- Sales price
- Title deed numbers
- Servitudes
- Caveats
- Type of sale i.e. vacant or improved

16.6 <u>In the case of Valuations</u>

The Valuation system must be able to process the following:

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

16.7 <u>Objections and Appeals</u>

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

- Name of objector
- Name of owner

- Objection number
- Reason for objection
- Entry required by objector
- Decision of valuer
- Reasons of valuer
- Decision of appeal board
- Existing valuations and valuations reflected in the valuation roll
- Adjustments made by the appeal board

Historic records of all objections lodged in terms of the Act against the property, from date of commencement and for the full duration hereof, must be recorded in the valuation system.

16.8 Other

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

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

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

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

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

The valuation system must be able to record and link properties from various databases with the property key number of the Surveyor General.

17. DATA MAINTANANCE AND PROTECTION

17.1 Data Back-up and Disaster Recovery Plan

All data collected by the Bidder is and remains the property of the municipality.

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

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

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

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

The Municipality reserves the right to appoint either its own officials to assess the data protection and disaster recovery procedure or appoint independent specialists to evaluate and consider the merits and adequacy of the plan as set out under **Returnable Schedule 8: Data Backup and Disaster Recovery Plan** hereof.

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

- The Bidder will ensure that all data collected manually on paper is scanned into a **PDF** document 'read only' format.

- The Bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.

- The Bidder shall enforce all other static document-formats are set as read only and set the relative permissions on GIS and all third-party data.

- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.

- The Bidder will ensure that all scanned documents' attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.

- The Bidder will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Bidder's appointed network administrator/s only.

- The Bidder will ensure strong password protection at the administrator level on the servers referred to in this section.

- The Bidder will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Bidder's infrastructure or appointed thirdparty service provider's infrastructure.

- The Bidder will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.

- The Bidder may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing. All data output from a relational database system will be provided and made available in an approved format to the municipality.

- The Bidder will ensure that all data is backed up on a daily basis and verified.

- The Bidder will ensure that 2 sets of media be created and used for backup purposes; each set will be used and alternated on a separate weekly basis.

- The Bidder will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.

- The Bidder will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.

- The Bidder will ensure that this backup cycle be enforced for the duration of the bid. The Bidder will adhere to and implement the backup software vendors 'best practice' specifications.

- The Bidder will adhere to and comply with the backup hardware manufacturers specifications.

- The Bidder will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

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

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

17.2 Data Transfer

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

The Bidder will ensure that a minimum of LTO 8 Tape Backup technology or equivalent is utilised on a daily basis.

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

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

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

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

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

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

17.3 General

The Bidder will ensure that he fully acquaints him/herself with the amount of data to be stored and what data needs to be protected and satisfies the municipality or its duly appointed consultant that the Bidder has an adequate Computer System to fully comply with the needs of Item 17 hereof as well as any other computer needs of the bid.

18. KEY TASK FUNCTIONS

The Bidder will be required to follow the stages set out below and adhere to the following deadlines for Implementation on 01 July 2025;

STAGE	DESCRIPTION	DEADLINE DATE	
1	Initial Data collection, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master.	Starts:1/7/2023 Ends:30/9/2023	
2	Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	Starts: 01/10/2023 Ends: 30/6/2024	
3	Compiling of valuations	Starts: 01/7/2024 Ends 30/9/2024	
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	Starts: 01/9/2024 Ends: 30/9/2024	
5	Submission of draft roll	30/9/2024	
6	Corrections and reconciliation between property master file and existing valuation records of the municipality Submission of certified roll	01-14/10/2024 22/10/2024	

7	Objections process as per Act	28/2/2025	
8	Valuation appeal board hearing	May 2025	
9	Submission of final data or copies thereof to municipality & issuing of final delivery certificate	17 June 2025	
10	Supplementary Valuations	During the duration of the contract and determined by the municipality	
	Attending to all valuation enquiries	During the duration of the contract	

19. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

Although stages may overlap each other it is critical that each stage be completed within the prescribed deadlines. Deadlines may only be changed with the written approval of the municipality.
Payments will be effected on a pro-rata basis payable either at the end of a stage or in progressive performance related payments during a stage.

20. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:
- Copy of current valuation roll (if compiled)
- All supplementary valuation rolls
- Cadastre information

Bulk Deeds download.

Download all data onto the Bidder's valuation system and create property master.

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

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

Stage 2: DATA COLLECTION:

Includes: -

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

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

Supply of fully captured data forms.

Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

Stage 4: INTERNAL MONITORING OF VALUATIONS:

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

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

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

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

Stage 5: SUBMISSION OF DRAFT ROLL:

Draft roll to be submitted and internally checked and/or monitored by the municipality at their sole discretion. A draft roll has to be supplied in electronic and/or hard copy format as requested by the Municipality.

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

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

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

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

Stage 7: OBJECTION PROCESS:

T**he Bidder will be obliged to attend to and abide by all relevant sections of the MPRA such as:**

Receive objections in terms of section 50(5)
Comply with section 51 and where section 52(1) is applicable comply with section 52(a)
Comply with section 53(1) and 53 (3)

Stage 8: VALUATION APPEAL BOARD HEARINGS:

In terms of section 34(f**) of the MPRA** the Bidder shall be obliged to attend all meetings of the Valuation Appeal Board.

Stage 9: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF FINAL DELIVERY CERTIFICATE

The Bidder will have to ensure that by the due date of the final data submission, that is after the completion of the final valuation roll, or ensure that within 30 (thirty) days of each supplementary valuation roll thereafter, that a copy of all data in their possession has been provided to the municipality in an electronic and hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

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

Stage 10: Completion of Supplementary Valuations after the General Valuation

The Bidder has to ensure that the supplementary valuation processes are done according to the Act and Council requirements during the full duration of the contract.

Ongoing - ATTENDING TO ALL VALUATION ENQUIRIES:

The Bidder will attend to all valuation enquiries from time to time regarding the valuation roll and supplementary valuation rolls during the full duration of the contract.

21. PUBLIC PARTICIPATION AND AWARENESS:

The Bidder may be required to attend meetings in regard to the Rates Policy. The Bidder may be required by the municipality to handle valuation enquiries on their behalf particularly during the objection notice period. The costs hereof are set out in **22 (Pricing Schedule)** hereof.

22. METHODS OF PAYMENT:

The municipality will pay the Bidder on a progress basis measured against performance of each stage as per Section A of the General Valuation Pricing Schedule:

STAGE NO.	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	10%	✓	
2	Data collection	25%		✓
3	Valuation compilation	20%		✓
4	Internal monitoring	-		
5	Submission Draft Roll	10%	✓	
6	Submission of certified roll	5%	✓	
7	Objection process and completion of reasons	10%	✓	
8	Valuations appeal board hearing	10%	Within four months after the date of such submission.	
9	Submission of data to municipality and issue by municipality of final delivery certificate	10%	✓	
10	Supplementary Valuations		✓	
		100%		

23. SCHEDULE OF FEES

The Schedule of Fees, **22 (Pricing Schedule)** must be completed by the Bidder and will be read as the Bidder's fee proposal in terms of this bid.

24. INTERPRETATION

- In this tender document, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;

- An expression, which denotes:

  Any gender includes the other genders;
  A natural person, includes a juristic person and vice versa;
  The singular, includes the plural and vice versa;

- Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the signature date and as amended or re-enacted from time to time;

- When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business

day, in which case the last day shall be the next succeeding day which is a business day;

- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this tender document.

25. ADDITIONAL CONDITIONS

All bidders undertake the following:

I/We hereby offer

- to supply all or any of the requirements or to render all or any of the services described in the attached forms, schedules and/or annexure to the municipality;
- on the terms and conditions and in accordance with the specifications and proposals stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- at the prices and on the bids regarding time for delivery and/or execution inserted therein.

I/We agree further that

- The bid herein shall remain binding upon me/us and open for acceptance by the municipality during the validity period indicated and calculated from the closing date of the bid;
- This bid and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexures attached hereto with which I am/we are fully acquainted.

Notwithstanding anything to the contrary in the forms, schedules and/or annexures attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, that the municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the municipality;

In such event I/we will then pay to the municipality any additional expense incurred by the municipality for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

The municipality shall also have the right in these circumstances, to recover such additional expenditure set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the municipality may retain such monies, guarantee or deposit as security for any loss the municipality may sustain, as determined hereunder, by reason of my/our default.
If my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office or the production of a document confirming that an e-mail has been sent, shall be treated as delivery to me/us.

The laws of the Republic of South Africa shall govern the contract created by the acceptance of this bid.

I/We have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

Notwithstanding the amount or cause of action involved I/we hereby consent to the jurisdiction of the Magistrate Court for the district of the municipality in respect of any action whatever arising from this contract.

26. SPECIAL REQUIREMENTS

The Bidder must: (Please ensure same is clearly specify in your approach plan)

1. Visit all properties *(inspection in loco)* to value every individually registered property and optionally apportion different usages (multiple purpose usage) on these properties. The different usages, new development and extensions on the properties must be explicitly recorded.

2. Take where possible a digital formatted photograph, recording the salient features of the property and it must be date stamped. The resolution of the photograph must adhere to the specifications as indicated elsewhere in the tender documents or as agreed upon later.

3. Ensure that the inspection date of the in loco visit is recorded on the field forms and the signature of the owner or foreman must also be recorded on the agricultural field forms. Sign and date the valuation field forms on the day of inspection.

4. Note that farms in the Stellenbosch Municipal area are extremely complicated and care must be taken as there may be many different buildings/activities on the farms.

5. Use the “multiple purpose” category to identify and specify the usage activities on the property and provide a date stamped photo for each multiple use building per entry.

6. Vouch for and verify all information on the field forms recorded by approved assistant valuers during such in loco visits.

7. Distinguish between land value and the value of improvements for the properties owned by the Municipality.

8. Compile electronic diagrams of all properties for the General and Supplementary Valuations, as part of the valuation of such properties. New properties should be prioritized. The schedule for delivery must be submitted to the municipality for approval.

9. Ensure that the valuation data is written in a format which is compatible with Microsoft Access and/or the Municipality's Financial System.

10. List all the names of guesthouses, B&B's and student accommodations and record farm names on the field forms.

11. Supply a monthly list of any new additions and amendments and calculate the new area on field forms.

12. Measure and record during the in loco visit additions/extensions to improvements of RDP/Low Cost Houses. The Municipality does not differentiate between RDP/Low Cost Houses and normal properties.

13. Process the De Hollandsche Molen as one property even though there are plus/minus 300 dwellings situated on this farm and registered under a share block scheme. Attend meetings, organized by the Municipality, with the public to ensure community participation.

14. Not use aerial photographs solely to determine a valuation, although it may be used to assist the valuation process.

15. Note that there may be more than one Supplementary Valuation rolls and/or Review batches per financial year.

16. Take specific note of the Municipality's Rates Policy and the MPRA regarding the categorization of properties and the **Use Codes** associated to each. Furthermore, the Valuer must comply with all relevant provisions of the MPRA and the Municipality's Rates Policy.

17. Ensure a satellite office in the WC024 area for the duration of the General Valuation period. Such office must be established within 30 days from date of commencement.

27. PROOF OF INSURANCE COMPLIANCE

Bidder **must** submit proof and attached it to this page; in relating to Professional Indemnity Insurance relating to the **nominated person/s** to a **minimum value of R3,000,000.00** and Public Liability insurance held by **Bidder** for a **minimum value of R1,000,000.00.**

28. PROMOTION OF ACCESS TO INFORMATION ACT (ACT 2 OF 2000)

Bidder **must** submit manual and attach it to this page; as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000. Bidder is requested to refer to **paragraph 5 of the Specifications**.

29. DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be as set out under **paragraph 16, 17 and 19 of the Specifications, thereof.**

In the event of Bidder **not** wishing to conform to such standards; Bidder shall attach as **Returnable Schedule 8: Data backup and Disaster Recovery Plan,** a complete proposal in this regard.

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

30. COMPUTER SYSTEM

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

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

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

31. STATEMENT OF ADDITIONAL SERVICES THAT BIDDER WILL PROVIDE

Bidder should indicate under **Returnable Schedule 10** any item and/or additional service that will be included in the bid.

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

However, Bidder may not vary any of the terms and conditions of this bid. If so, such variation will invalidate the bid.

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

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Annexures

ANNEXURE A: Completion Form of Tenderer Experienced as a Municipal Valuer

ANNEXURE B: Completion Form for Substitute Municipal Valuer

ANNEXURE C: Completion Form for Assistant Municipal Valuer

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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ANNEXURE A: COMPLETION FORM FOR TENDERER EXPERIENCED AS MUNICIPAL VALUER

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

FULL NAMES	
I.D. NUMBER	
PROFESSIONAL QUALIFICATIONS	
PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)	

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

……
……

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT RAND)

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous and current legislation?
If yes:

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, the undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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Signed by me at _____this _____day 20 _____

____

_____
SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS
I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn *to before me*

at _____on the . . . . . .day of . . . . . . ***20****____*

____

_____
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF PEACE/COMMISSIONER OF OATHS

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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ANNEXURE B: COMPLETION FORM OF SUBSTITUTE MUNICIPAL VALUER

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

FULL NAMES	
I.D. NUMBER	
PROFESSIONAL QUALIFICATIONS	
PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)	

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

……
……

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT RAND)

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous and current legislation?
If yes:

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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VALUATION APPEAL BOARD HEARINGS

Have you appeared in front of a Valuation Appeal Board in terms of previous and current legislation or the Act?
If yes:

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

I, the undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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Signed by me at _____this _____day 20 _____

_____

SIGNATURE: NOMINATED PERSON AS SUBSTITUTE MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS
I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn *to before me at _____on the . . . . . .day of . . . . . .* ***20****____*

_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF PEACE/COMMISSIONER OF OATHS

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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ANNEXURE C: COMPLETION FORM OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES	
I.D. NUMBER	
PROFESSIONAL QUALIFICATIONS	
PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)	

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

……
……

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER	VALUE OF WORK (I.E. THE SERVICE PROVIDED INCLUSIVE OF VAT RAND)

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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VALUATION APPEAL BOARD HEARINGS

Have you appeared in front of a Valuation Appeal Board in terms of previous and current legislation or the Act?
If yes:

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

I, the undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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Signed by me at _____this _____day 20 _____

_____

SIGNATURE: NOMINATED PERSON AS
ASSISTANT MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS
I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn *to before me at _____on the . . . . . .day of . . . . . .* ***20****____*

_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY JUSTICE OF PEACE/COMMISSIONER OF OATHS

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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16. PRE-QUALIFICATION SCORE SHEET

The Bidder must adhere to the following pre-qualification criteria before any further evaluation and all information must be attached to this page

Proof of Contactable References are required, as indicated below, and must accompany each proposal. Detailed CV's of all staff, including the valuers, must be included.

- The Bidder must have at least 8 years or more experience in valuation of properties i.r.o. municipalities, of which at least two successful General Valuations and four successful Supplementary Valuations. The Bidder must proof that the latter has been done for a municipality of the same grading as Stellenbosch Municipality with a minimum of 30 000 properties.

- The Bidder must at least have 2 members of which both be experienced Professional Valuers or at least one must be an experienced Professional Valuer and one must be a Professional Associated Valuer (with restrictions for municipal valuations) with good knowledge and experience of municipal valuations.

- Further to the above, the Municipality expects that the appointed valuer has the experience of having had the responsibility to execute at least two general valuations and is a role player in the Bidder's organisation such as an owner, part owner or director.

- Further to the above, the bidder must also have, as a minimum, the following staff establishment with experience in similar projects, similar areas and conditions in relation to the scope of work over the past 8 years and in particular the overall successful completion of it:

    (i) 1x Registered Associate Valuer or Candidate Valuer

    (ii) 5x Administration personnel

    (iii) 4x Data Collectors

- The Bidder must include the organization's structure and composition of their team, staffing proposals which must include the main disciplines, key staff responsible for each discipline and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member should be set out as job descriptions.

- The Bidder must have experience in the valuation of gated areas, golf estates/courses, sectional titles, farms, farms with multiple uses, properties with multiple uses and differentiation of properties or of group properties in specific areas.

- The Bidder must clearly identify the number of low cost/RDP houses versus the number of al other properties, valued during all General Valuations at Municipalities as mentioned in the references.

- The Bidder must in detail explain the process to follow to ensure a full and correct deeds dump. Same must be included in the technical approach plan.

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- The Bidder must include written confirmation from the Municipality that same attend the Compulsory Briefing Session on 08 May 2023

After pre-qualification, the bidder will be evaluated and must score at least 80 out of 100 to be evaluated further. Points, as indicated below, may be allocated to the following:

The quality criteria and maximum score in respect of the criteria are as follows:

Functionality / Quality criteria	**Sub criteria**	**Maximum number of points**
Technical Approach Plan	Project plan of implementation	**100**
Maximum possible score for quality (M_s)		**100**

Quality shall be scored independently by **not less than three evaluators** in accordance with the following schedule:

- Technical Approach Plan

The minimum number of evaluation points for quality is **80. Tenderers that fail to achieve the minimum score for quality will be rejected.**

Evaluation criteria will be assessed in terms of **four** indicators – poor, satisfactory, good and very good. Scores of 40, 70, 80 or 100 will be allocated to poor, satisfactory, good and very good, respectively.
The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality/quality.

Tender offers will only be accepted if:

a) the tenderer has to ensure that their tax matters are in order at the South African Revenue Services
b) all schedules are duly completed as such and proof handed in as required.
c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
e) the tenderer has not:
   i) abused the Employer's Supply Chain Management System;
   or
   ii) failed to perform on any previous contract and has been given a written notice to this effect.
f) it is considered that the performance of the services will not be compromised through any conflict of interest.

1. Evaluation Schedule: Approach Paper/ Project Work Plan

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project. The approach paper must include a separate section explaining how the bidder will address the full deeds dump download.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them.

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The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

Approach Paper must reflect **Work definition, Work flow, Time lines and Deadlines**.

Approach Paper will together with the Key Task Functions under **paragraph 18 of the Scope of Work**, become the basis upon which the municipality will monitor the Bidder(s) progress and municipality shall be entitled to take action against Bidder if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the Bidder and enforce such time frames or deadlines as provided under **paragraph 18** hereof.

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

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 15 pages.

The scoring of the approach paper will be as follows:

	Technical approach and methodology
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is too generic.
Good (score 80	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs

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1. C1.2 ADDITIONAL DECLARATION

DECLARATION:

To: The Municipal Manager
Stellenbosch Municipality

Sir/Madam

I/We, the undersigned:

(a) *tender to supply and deliver to the **Stellenbosch Municipality** all of the services described both in this and the other forms and schedules to this tender;*

(b) *agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution;*

(c) *further agree to be bound by the conditions, set out in* **C1.2(Additional Declaration)** and **C3.1(Scope of Work**) *hereto, should this tender be accepted;*

(d) *that this tender may only be accepted by the **Stellenbosch Municipality** by way of a duly authorized Letter of Acceptance;*

(e) *declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto;*

(f) *declare that, each page of the tender document and amendments thereto will be initialled by the relevant authorised person in order for the document to constitute a proper contract between the **Stellenbosch Municipality** and the undersigned, on acceptance of the tender by the **Stellenbosch Municipality.***

SIGNATURE (Bidder)		**FOR OFFICE USE ONLY:**	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

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17. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule *(If nil, enter **NIL**)*	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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18. SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

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

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

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

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

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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21. PRICING SCHEDULE

NOTE:

1. **Only firm prices will be accepted. Non-firm prices will not be considered.**
2. **All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.**
3. **Document MUST be completed in non-erasable black ink.**
4. **NO correction fluid/tape may be used.**
   a. **In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.**
5. **The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.**
   a.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

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

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.
3. **Stellenbosch Municipality may award this tender for a period of three years dependent on budget availability for year three.**

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PRICING SCHEDULE:

2. **C2.1 PRICING INSTRUCTIONS**

1. The Tender Data and the Scope of Work are to be read in conjunction with the Pricing Instructions.

2. Quoted prices should be on a per registered property basis and not on a per line (multiple use) entry basis

3. Final Amount payable for the General Valuation will be calculated as follows: **Amount payable for the General Valuation process will be calculated as follows: amount bid per entry multiplied by the actual total properties The percentages will be calculated on the actual total of Section A of the General Valuation Pricing Schedule.**

4. Rates tendered on the General Valuation must be FIRM for the term of the appointment.

5. Rates tendered on the Supplementary Valuations must be FIRM for the indicative FINANCIAL YEARS.

6. Please note that the Average entries on the first supplementary valuation amounts to +-1600 and on the other supplementary valuations amounts to +-700.

THE FINANCIAL OFFER WILL BE DETERMINED BY MULTIPLYING THE ESTIMATED FIGURES WITH THE QUOTED RATES AS INDICATED BY THE BIDDERS AS INDICATED IN THE PRICING SCHEDULES. THE SUM OF ALL SCHEDULES = TOTAL BID AMOUNT

PRICING SCHEDULE

DETERMINATION OF FEES (GENERAL VALUATION) – Implementation Date : 01/07/2025

SECTION A

ITEM NO	DESCRIPTION	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
TARIFF PER VALUED PROPERTY:-				
1	RESIDENTIAL ERVEN	**21193**		
2	BUSINESS ERVEN	**1983**		
3	RURAL (FARMS AND HOLDINGS)	**1894**		
4	SECTIONAL TITLE UNITS	**8245**		
5	VACANT ERVEN	**1906**		
SECTION A: TOTAL		**35221**		

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SECTION B

ITEM NO	DESCRIPTION	ESTIMATED FIGURES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
1	VALUATION OBJECTIONS (PER ITEM)	**2 100**		
2	APPEAL BOARD (PER DAY) Average of 45 appeals	**5 days**		
3	ENQUIRIES AND MEETINGS (PER HOUR)	**300 HOURS**		
4	ANY AD-HOC VALUATIONS (PER ITEM) DURING FULL APPOINTMENT PERIOD	**300**		
SECTION B: TOTAL				

SECTION C

ITEM NO	DESCRIPTION	ESTIMATED FIGURES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
	:-			
1	DEEDS DUMP	**36 500**		
	(Only all registered erven in the WC024)			
SECTION C: TOTAL				
Grand Total: A,B and C				

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PRICING SCHEDULE

DETERMINATION OF FEES: FIRST SUPPLEMENTARY VALUATION FOR THE FINANCIAL YEAR 2025/2026

SECTION A

ITEM NO	DESCRIPTION	AVERAGE ENTRIES ON FIRST SUPPLEMENTARY	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
TARIFF PER VALUED PROPERTY:-					
1	RESIDENTIAL ERVEN		**1000**		
2	BUSINESS ERVEN		**350**		
3	RURAL (FARMS AND HOLDINGS)		**200**		
4	SECTIONAL TITLE UNITS		**40**		
5	VACANT URBAN ERVEN		**10**		
SECTION A: TOTAL		**1600**	**1600**		

SECTION B

ITEM NO	DESCRIPTION	ESTIMATED FIGURES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
1	VALUATION OBJECTIONS (PER ITEM)	**50**		
2	APPEAL BOARD (PER DAY)	**3days**		
3	ENQUIRIES AND MEETINGS (PER HOUR)	**120 HOURS**		
4	ELECTRONIC PROPERTY SKETCHES (PER SKETCH)	**1600**		
SECTION B: TOTAL				
Grand Total : Sections A&B				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PRICING SCHEDULE

DETERMINATION OF FEES: SECOND AND OTHER SUPPLEMENTARY VALUATIONS FOR THE FINANCIAL YEAR 2025/2026

SECTION A

ITEM NO	DESCRIPTION	AVERAGE ENTRIES ON SECOND SUPPLEMENTARY	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
TARIFF PER VALUED PROPERTY:-					
1	RESIDENTIAL ERVEN		**500**		
2	BUSINESS ERVEN		**100**		
3	RURAL (FARMS AND HOLDINGS)		**80**		
4	SECTIONAL TITLE UNITS		**15**		
5	VACANT ERVEN		**5**		
SECTION A: TOTAL		**700**	**700**		

SECTION B

ITEM NO	DESCRIPTION	ESTIMATED FIGURES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
1	VALUATION OBJECTIONS (PER ITEM)	**50**		
2	APPEAL BOARD (PER DAY)	**2**		
3	ENQUIRIES AND MEETINGS (PER HOUR)	**120 HOURS**		
4	ELECTRONIC PROPERTY SKETCHES (PER SKETCH)	**700**		
SECTION B: TOTAL				
Grand Total: Sections A&B				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PRICING SCHEDULE

DETERMINATION OF FEES: SUPPLEMENTARY VALUATIONS FOR THE FINANCIAL YEAR 2026/2027

SECTION A

ITEM NO	DESCRIPTION	AVERAGE ENTRIES ON SECOND SUPPLEMENTARY	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
TARIFF PER VALUED PROPERTY:-					
1	RESIDENTIAL ERVEN		**1000**		
2	BUSINESS ERVEN		**200**		
3	RURAL (FARMS AND HOLDINGS)		**160**		
4	SECTIONAL TITLE UNITS		**30**		
5	VACANT ERVEN		**10**		
SECTION A: TOTAL		**1400**	**1400**		

SECTION B

ITEM NO	DESCRIPTION	ESTIMATED FIGURES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
1	VALUATION OBJECTIONS (PER ITEM)	**100**		
2	APPEAL BOARD (PER DAY)	**4**		
3	ENQUIRIES AND MEETINGS (PER HOUR)	**200 HOURS**		
4	ELECTRONIC PROPERTY SKETCHES (PER SKETCH)	**1400**		
SECTION B: TOTAL				
Grand Total: Sections A&B				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PRICING SCHEDULE

DETERMINATION OF FEES: SUPPLEMENTARY VALUATIONS FOR THE FINANCIAL YEAR 2027/2028

SECTION A

ITEM NO	DESCRIPTION	AVERAGE ENTRIES ON SECOND SUPPLEMENTARY	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
TARIFF PER VALUED PROPERTY:-					
1	RESIDENTIAL ERVEN		**1000**		
2	BUSINESS ERVEN		**200**		
3	RURAL (FARMS AND HOLDINGS)		**160**		
4	SECTIONAL TITLE UNITS		**30**		
5	VACANT ERVEN		**10**		
SECTION A: TOTAL		**1400**	**1400**		

SECTION B

ITEM NO	DESCRIPTION	ESTIMATED FIGURES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
1	VALUATION OBJECTIONS (PER ITEM)	**100**		
2	APPEAL BOARD (PER DAY)	**4**		
3	ENQUIRIES AND MEETINGS (PER HOUR)	**250 HOURS**		
4	ELECTRONIC PROPERTY SKETCHES (PER SKETCH)	**1400**		
SECTION B: TOTAL				
Grand Total: Sections A&B				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PRICING SCHEDULE

DETERMINATION OF FEES: SUPPLEMENTARY VALUATIONS FOR THE FINANCIAL YEAR 2028/2029

SECTION A

ITEM NO	DESCRIPTION	AVERAGE ENTRIES ON SECOND SUPPLEMENTARY	ESTIMATED NUMBER OF PROPERTIES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
TARIFF PER VALUED PROPERTY:-					
1	RESIDENTIAL ERVEN		**1000**		
2	BUSINESS ERVEN		**200**		
3	RURAL (FARMS AND HOLDINGS)		**160**		
4	SECTIONAL TITLE UNITS		**30**		
5	VACANT ERVEN		**10**		
SECTION A: TOTAL		**1400**	**1400**		

SECTION B

ITEM NO	DESCRIPTION	ESTIMATED FIGURES	QUOTED RATE PER ENTRY (VAT INCLUSIVE)	TOTAL BID AMOUNT
1	VALUATION OBJECTIONS (PER ITEM)	**100**		
2	APPEAL BOARD (PER DAY)	**4**		
3	ENQUIRIES AND MEETINGS (PER HOUR)	**250 HOURS**		
4	ELECTRONIC PROPERTY SKETCHES (PER SKETCH)	**1400**		
SECTION B: TOTAL				
Grand Total: Sections A&B				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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GRAND TOTALS PER SECTIONS

Section	DESCRIPTION	TOTAL BID AMOUNT
Section A	General Valuation	
Section B	General Valuation	
Section C	General Valuation	
Sections A&B – 1st Supplementary Valuation	1st Supplementary Valuation 2025/2026	
Sections A&B – 2nd Supplementary Valuation	2nd Supplementary Valuation 2025/2026	
Sections A&B – 2026/2027 Supplementary Valuation	2026/2027 Supplementary Valuations	
Sections A&B – 2027/2028 Supplementary Valuation	2027/2028 Supplementary Valuations	
Sections A&B - 2028/2029 Supplementary Valuation	2028/2029 Supplementary Valuations	
Grand Total of Full Bid		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

22. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

_____

_____

_____

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	