



MASSEL PROPERTY SERVICES (PTY) LTD

TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

FOR

VALUATION SERVICES

TENDER DOCUMENT 1

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1. TENDER NOTICE AND INVITATION (Incorporating SBD1)

TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

CLOSING DATE 6 NOVEMBER 2023 AT 14:00

Massel Property Services (Pty) Limited hereby invites tenders for the appointment of **VALUERS** to a **PANEL** to render **VALUATION SERVICES** required for annual financial statements for a period of twelve (12) months commencing on **1 DECEMBER 2023**.

TENDER DOCUMENTS

Tender documents will be available from **1 OCTOBER 2023**, at no cost, in electronic format downloadable from the Massel Property Service website <http://www.massel.co.za> and SANRAL website. Tenderers must have access to Microsoft Office©2016 or later and a recent version of .pdf compatible software.

TENDERERS MEETING

There is no clarification meeting for this tender.

Tenderers must submit, via e-mail, the duly completed Form A1.1 Certificate of Intention to Submit a Tender by **6 OCTOBER 2023**. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

CRITERIA FOR TENDERERS

- a) Registered on National Treasury Central Supplier Database. Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions.
- b) Who is registered with and in good standing with the South African Council for the Property Valuers Profession (SACPVP).

COMPLETETION AND DELIVERY OF TENDERS

Tenders close at the following address on **Monday 6 NOVEMBER 2023 AT 14:00:**

Massel Property Services (Pty) Limited
Bartlett Lake Office Park
Building 4
Corner Trichardt and Leith Road
Bartlett
Boksburg



Tenders must be properly deposited in the tender box at the above address on or before the closing date and before the closing time. No late tenders will be accepted under any circumstances. Only the original tender documents will be accepted. **No e-mailed or posted copies will be accepted.** Tenderers may make use of courier services for this purpose and have to ensure that a tender receipt notice is issued.

The following documents must be placed in the technical envelope and clearly marked as follows:

"TECHNICAL ENVELOPE

TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

VALUATION SERVICES

FOR ANNUAL FINANCIAL STATEMENTS

CLOSING DATE MONDAY, 6 NOVEMBER 2023 AT 14:00

NAME OF TENDERER"

Documents to include in the technical envelope:

- Annexure "B" to "Y"
- Annexure "AA" to "AC"

The following documents must be placed in the financial envelope and clearly marked as follows:

"FINANCIAL ENVELOPE

TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

VALUATION SERVICES

FOR ANNUAL FINANCIAL STATEMENTS

CLOSING DATE MONDAY, 6 NOVEMBER 2023 AT 14:00

NAME OF TENDERER"

Documents to include in the financial envelope:

- Annexure "Z"

The technical and financial envelopes must then be placed jointly in a sealed outer envelope, clearly marked as follows:

"TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

VALUATION SERVICES

FOR ANNUAL FINANCIAL STATEMENTS

CLOSING DATE MONDAY, 6 NOVEMBER 2023 AT 14:00

NAME OF TENDERER"



The time and date for opening / announcing the names of received tenders via Microsoft Teams is:

Date: 6 November 2023 Time: 14:30. Link will be provided.

Criteria for technical scoring for valuation services:

- Level of professional registration (25 points)
- Experience in valuation of Investment Properties (35 Points)
- Experience in Replacement Value of Properties (20 points)
- Experience in valuation of Income Producing Properties (20 points)

The minimum score for technical evaluation is 70 points. Only Tenderers who score 70 points or more will proceed to the financial evaluation phase.

The time for opening of the financial offers via live streaming shall be communicated to all tenderers having achieved the minimum number of points for quality as prescribed.

The financial offer of all tenderers who failed to achieve the minimum number of points for quality shall be returned unopened.

Financial evaluation will be performed on the basis of comparison of tendered unit rates against a predetermined unit rate. All participants with a tendered unit rate less than or equal to a unit rate pre-determined by Massel Property Services (Pty) Limited will receive maximum points for financial evaluation.

The appointment of valuers to the panel will be announced via e-mail.

For enquiries, please contact:

Sonja Overes – services@massel.co.za



TENDER ADVERTISEMENT

TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

CLOSING DATE: 6 NOVEMBER 2023 AT 14:00

Massel Property Services (Pty) Limited hereby invites tenders for the appointment of **VALUERS** to a **PANEL** to render **VALUATION SERVICES** required for annual financial statements for a period of twelve (12) months commencing on **1 DECEMBER 2023**.

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TENDERERS MEETING

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COMPLETION AND DELIVERY OF TENDERS

Tenders close at the following address on **Monday 6 NOVEMBER 2023 AT 14:00**:

Massel Property Services (Pty) Limited
Bartlett Lake Office Park
Building 4
Corner Trichardt and Leith Road
Bartlett
Boksburg

Tenders must be properly deposited in the tender box at the above address on or before the closing date and before the closing time. No late tenders will be accepted under any circumstances. Only the original tender documents will be accepted. **No e-mailed or posted copies will be accepted.** Tenderers may make use of courier services for this purpose and must ensure that a tender receipt notice is issued.

The tender will be evaluated using a two-envelope system which is explained further in the tender document.

The time and date for opening / announcing the names of received tenders via Microsoft Teams is: **6 November 2023 Time: 14:30. Link will be provided.**

Criteria for technical scoring for valuation services:

- Level of professional registration (25 points)
- Experience in valuation of Investment Properties (35 Points)



- Experience in Replacement Value of Properties (20 points)
- Experience in valuation of Income Producing Properties (20 points)

The minimum score for technical evaluation is 70 points. Only Tenderers who score 70 points or more will proceed to the financial evaluation phase. The time for opening of the financial offers via live streaming shall be communicated to all tenderers having achieved the minimum number of points for quality as prescribed. The financial offer of all tenderers who failed to achieve the minimum number of points for quality shall be returned unopened.

Financial evaluation will be performed on the basis of comparison of tendered unit rates against a predetermined unit rate. All participants with a tendered unit rate less than or equal to a unit rate pre-determined by Massel Property Services (Pty) Limited will receive maximum points for financial evaluation.

The appointment of valuers to the panel will be announced via e-mail.

For enquiries, please contact:

Sonja Overes – services@massel.co.za

3. TENDER DATA: CONDITIONS, PROCEDURES AND RULES

TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01:

3.1 OVERVIEW

The South African National Roads Agency SOC Limited (SANRAL) is a company established in terms of the National Roads Agency and National Roads Act, Act No. 7 of 1998. It is responsible for inter alia, the management, operation, and construction of national roads throughout the Republic of South Africa.

SANRAL appointed Massel Property Services (Pty) Limited as its service provider to attend to valuation services for their annual financial statements. Massel Property Services (Pty) Limited is required under this appointment, to subcontract a percentage of various services culminating from this portfolio to service providers. Massel property Services (Pty) Limited is therefore soliciting tenders for the provision of valuation services for annual financial statements.

It is the intention of Massel Property Services (Pty) Limited to select service providers from this tender to serve on a Panel that can be called upon to deliver valuation services for the annual financial statements required by SANRAL, at the sole discretion of Massel Property Services (Pty) Limited and to enter into an agreement with such service providers. The agreement will be for a period of **twelve (12) months**, commencing **1 DECEMBER 2023**.

Tenderers should note that it is a requirement of SANRAL that this tender called for by Massel Property Services (Pty) Limited shall adhere to the Public Finance Management Act No. 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act No. 5 of 2000 (PPPPFA) and Supply Chain Management Regulations issued by National Treasury, as well as SANRAL's Supply Chain Management Policy which is available at www.nra.co.za.

3.2 SCOPE OF WORK

Massel Property Services (Pty) Limited is soliciting tenders from service providers that will offer the services as set out below:

VALUERS to a **PANEL** to render **VALUATION SERVICES** required for annual financial statements.

3.3 GENERAL CONDITIONS

3.3.1 General Terms

This tender is issued in terms of the Public Finance Management Act No. 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act No. 5 of 2000 (PPFPA) and Supply Chain Management Regulations issued by National Treasury.

By submitting a tender, participants accept the conditions, procedures and rules contained in this document. Please read this document carefully prior to submitting your tender.

3.3.2 Economy of Tender preparation

The tender should be prepared simply and economically, providing a straightforward, concise description of the Tenderer's ability to meet the requirements of the tender. Extravagant tender preparations will receive no extra evaluation credit.

Clear factual responses are required. The content of the tender shall determine the merit of each participant, not brochures or other marketing materials. To facilitate the evaluation of tenders, participants are required to organise their responses according to the format prescribed in this document. Should a participant wish to provide additional information, that information should be referred to and included in a file of annexure.

3.3.3 Validity of Tender

The tender must be valid for at least ninety (90) days from the due date for the responses to be submitted.

3.3.4 Number of Tender Documents

Each tender participant must provide an original hard copy of the technical and an original hard copy financial tender documents in the format as specified. These will become the property of Massel Property Services (Pty) Limited and will not be returned. Receipt of all tenders will be recorded in a register at the point of receipt and the Tenderer will be issued with a tender receipt upon submission. Both copies must be signed and dated in black ink by the Tenderer or authorised representative of the Tenderer and initialled on each page at the bottom right corner.

3.3.5 Submission of Tenders

- 3.3.5.1** Tenders must reach the offices as specified in the Tender Notice before **14:00 on 6 November 2023**. Tenders must be placed in two separate sealed envelopes, clearly marked as follows:

“TECHNICAL ENVELOPE

TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

VALUATION SERVICES

FOR ANNUAL FINANCIAL STATEMENTS

CLOSING DATE MONDAY, 6 NOVEMBER 2023

NAME OF TENDERER”

“FINANCIAL ENVELOPE

TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

VALUATION SERVICES

FOR ANNUAL FINANCIAL STATEMENTS

CLOSING DATE MONDAY, 6 NOVEMBER 2023

NAME OF TENDERER”

The technical and financial envelopes must be placed in a sealed outer envelope clearly marked as follows:

“TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01

VALUATION SERVICES

FOR ANNUAL FINANCIAL STATEMENTS

CLOSING DATE MONDAY, 6 NOVEMBER 2023

NAME OF TENDERER”

- 3.3.5.2** Tenders are to be submitted in the marked tender box, in the reception area of the offices as specified in the Tender Notice. The tender box will be available for the depositing of tenders between 09:00 and 15:00 on weekdays only (excluding public holidays).

- 3.3.5.3** Please note that this tender closes punctually at 14:00 on 6 November 2023. **No late submissions will be considered under any circumstances whatsoever.**

3.3.5.4 All the documentation referred to in this document must be submitted and completed in full. Failure to submit all the documentation referred to in this document or partially completed information on documents may result in a submission being regarded as non-responsive and not considered for evaluation.

3.3.5.5 A substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specification but are not related to price. The correction of any such documentation of information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tenderer.

A responsive tender is also one that conforms to all the terms, conditions and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.

3.3.5.6 Massel property Services (Pty) Limited shall not disclose any details pertaining to the responses received to any other participants as this is regarded as confidential information.

3.3.5.7 Envelopes must not contain documents relating to any tender other than **Tender No. MPS / 1004 / 58400 / 2020 / 01-R / V01.**

3.3.5.8 The responses to this tender will be opened as soon as possible after the expiry of the time advertised for receiving them.

3.3.5.9 The time and date for opening / announcing the names of received tenders via Microsoft Teams will be communicated to all tenderers who submitted Form A1.1:

Date: 6 November 2023. Time: 14:30. The link will be provided.

NB: Should a tender document be submitted via courier, please ensure that the tender number is indicated on the courier waybill.

3.4 TENDER EVALUATION AND SELECTION:

3.4.1 Basis of Evaluation

Massel Property Services (Pty) Limited will evaluate tenders and select the service provider/s on, *inter alia*, the following basis:

- The service provider's capacity and competence to assist Massel Property Services (Pty) Limited to meet its goals for the provision of the required services;

- The ability of the service provider to meet the requirements of the Preferential Procurement Policy Framework Act. Prospective service providers must submit their shareholding structure per Annexure “E” provided;
- The service provider’s relevant experience, qualifications and success in providing the goods and services outlined in this tender;
- The quality of the tender, specifically responsiveness to requirements and adequacy of information provided;
- The quality and experience of the personnel/staff that will be delivering the services;
- Any other factors relevant to the service provider’s capacity and willingness to satisfy Massel Property Services’ requirements.

3.4.2 Evaluation and Adjudication

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

- a) Registered on National Treasury Central Supplier Database.
Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions.
- b) Who is registered with and in good standing with the South African Institute of Valuers.

Failure to satisfy the eligibility criteria may result in a non-responsive tender.

Technical / functional and financial evaluation will be dealt with individually in terms of the following criteria:

3.4.2.1 Technical / functional criteria

Criteria for technical scoring for valuation services:

- Level of professional registration (25 points)
(*Professional Valuer – 25 points*
Professional Associated Valuer – 20 points
Other – 0 points)
- Experience in valuation of Investment Properties (35 Points)
- Experience in Replacement Value of Properties (20 points)
- Experience in valuation of Income Producing Properties (20 points)

The minimum score for technical evaluation is 70 points. Only Tenderers who score 70 points or more will proceed to the financial evaluation phase. Tenderers who pass the technical evaluation will be announced, via e-mail.

3.4.2.2 Financial evaluation

Evaluation will be performed by comparison of tendered unit rates against a predetermined unit rate. All technically successful tenders in respect of whom the tendered unit rate is less than or equal to the unit rate predetermined by Massel Property Services (Pty) Limited will be appointed to the panel.

Financial evaluation will be performed on the basis of comparison of tendered unit rates against a predetermined unit rate. All participants with a tendered unit rate less than or equal to a unit rate pre-determined by Massel Property Services (Pty) Limited will receive maximum points for financial evaluation. Financial envelopes of Tenderers who passed the technical evaluation phase will be opened via Microsoft Teams streaming the date and link will be provided.

3.4.2.3 B-BBEE

This tender is subject to Preferential Procurement Policy Framework Act No. 5 of 2000 (PPPFA)

The following table will be used to calculate the score for B-BBEE.

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

Eligibility for preference points will be determined as follows:

- a) A tenderer's scorecard shall be a B-BBEE Verification Certificate issued in accordance with:
 - the amended Property Sector Codes published in Notice 560 of Government Gazette No. 40910 on the 9 June 2017.
 - in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable.
- b) The scorecard shall be submitted as a certificate attached to Returnable Schedule Annexure "Q".
- c) The certificate shall:
 - (i) Be valid at the closing date.
 - (ii) Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or
 - (iii) Be in the form of a sworn affidavit (accompanied by an audited financial statement or Management Account on the latest financial year) or a certificate issued by the Companies and Intellectual

Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R10 million, if issued in accordance with the amended Property Sector Codes published in Notice 560 of Government Gazette No. 40910 on the 9 June 2017; and

(iv) Have a date of issue less than 12 (twelve) months prior to the tender closing date.

- d) In the event of a Joint Venture (JV), a valid project specific (must contain the contract number or project name) consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.

The purpose of this tender is to select and appoint service providers to serve on a panel of service providers at fixed unit rates that will apply for the duration of the appointment. **Work will be allocated to service providers who are appointed to the panel on the basis of available capacity and geographic considerations.**

The appointment of valuers to the panel will be announced via e-mail.

3.5 TENDER RULES

3.5.1 SARS Tax Clearance Certificate with Tax Compliance Status Pin Issued/CSD Report

Tenderers must be in good standing with the South African Revenue Services (SARS) and are requested to submit a valid, original tax clearance certificate as at the closing date of the tender. The recommended tenderer who becomes non-compliant prior to award shall be notified and must become compliant within 7 (seven) working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 (seven) working days of being notified shall be declared non-responsive.

3.5.2 Tender documentation

3.5.2.1 All tender documents, including forms, certificates, appendixes, and annexures shall be signed where indicated and initialled at the bottom right of each page by the Tenderer/s or authorised representative/s in black ink.

3.5.2.2 Where the space provided in a form, document, appendix, or annexure is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be submitted with the tender documents. All such schedules shall be signed.

3.5.3 Vendor Registration and Central Supplier Database

It is a requirement that all Tenderers complete a Vendor Registration form of SANRAL as per Annexure "U" provided. In addition, all Tenderers must register on the Central Supplier Database in terms of the National Treasury Circular No. 3 of 2015/2016. Refer to the Central Supplier Database website, www.csd.gov.za to obtain a supplier number which must be recorded on Annexure "U" provided. Take

note that no work will be awarded if a Tenderer is successfully appointed to the panel of valuers and negotiators, prior to the documentation requested above being received by Massel Property Services (Pty) Limited.

3.6 SIGNING OF TENDER

The tender shall be signed by a person duly authorised to do so. A tender submitted by a corporation shall bear the seal of the corporation and be attested by its secretary / chairman / managing member / director.

Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture and any other information necessary to permit a full appraisal of its functioning.

3.7 ALTERATIONS TO TENDER DOCUMENTS

No unauthorised alteration or addition shall be made to the letter of tender or any other part of the tender documents. If any such alteration or addition is made, or if the tender is not properly completed, the tender may be rejected.

3.8 QUALIFICATION OF TENDER AND TENDER QUESTIONS

Tenders submitted in accordance with this tender shall be without any qualifications. The Tenderer shall request Massel Property Services (Pty) Limited in writing at least seven (7) working days prior to the closing date of this tender to clarify any point. Massel Property Services (Pty) Limited shall inform all the Tenderers of all such points in question three (3) days prior to the closing date.

3.9 CONFIDENTIAL NATURE OF DOCUMENTS

3.9.1 All recipients of tender documents shall treat the details of the documents as confidential.

3.9.2 No part of the tender may be reproduced without the permission of Massel Property Services (Pty) Limited. This tender document contains confidential information regarding these services and Massel Property Services (Pty) Limited. By accepting this document, the recipient and all its participating members agree that they:

3.9.2.1 Will cause their members/directors, officers, employees, agents, advisors and representatives to use this document only to evaluate their possible involvement in this contract and for no other purpose;

3.9.2.2 Subject to the above paragraph, will not divulge or distribute any such information or pass any copies of this document without the prior written approval of Massel Property Services (Pty) Limited and will return this

document, together with all copies thereof and of such information to Massel Property Services (Pty) Limited promptly upon being requested to do so. Each recipient agrees to maintain the confidentiality of all information supplied to it in connection with the contract and agrees to keep its own tender confidential.

- 3.9.2.3** All data and details submitted by the Tenderer will be kept strictly confidential by Massel Property Services (Pty) Limited.

3.10 COST INCURRED BY TENDERER

Massel Property Services (Pty) Limited shall not be responsible for, or pay for, any expenses or losses which may be incurred by the tenderer in the preparation and submission of the tender or in connection therewith.

3.11 TENDER ACCEPTANCE

- 3.11.1** Massel Property Services (Pty) Limited does not bind itself to accept any tender. No correspondence will be entered into about its decision.

- 3.11.2** Massel Property Services (Pty) Limited will only consider tenders from Tenderers who can prove to the satisfaction of Massel Property Services (Pty) Limited that they:

- a) are experienced in the performance of services of a similar scope, complexity, extent and duration. In making an assessment in this regard, Massel Property Services (Pty) Limited shall be entitled to have regard to, *inter alia*, the scope, complexity, extent and duration of previous services undertaken;
- b) have sufficient employees who possess the level of skill and expertise commensurate with the type of services tendered for, which skill and expertise must be detailed in the tender.

- 3.11.3** Massel Property Services (Pty) Limited reserves to itself the right, in its sole discretion, to reject any tender where it appears to Massel Property Services (Pty) Limited that the Tenderer does not comply with any of the requirements set out above.

3.12 TENDER WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE

- 3.12.1** Any Tenderer has the right to withdraw, modify or correct his tender after it has been delivered, provided that the written request for such withdrawal, modification or correction, together with full details of such modification or correction is received in the same form as the original submission, at the address given for the submission of tenders before the closing date and hour set for the receipt thereof.

- 3.12.2** The original tender as amended by such written communication shall be considered the Tenderer's offer.

3.13 TENDER WITHDRAWAL OR MODIFICATION AFTER CLOSING DATE

3.13.1 Massel Property Services (Pty) Limited may ask any Tenderer for a clarification of his tender.

3.13.2 Tenders shall remain valid for a period of ninety (90) days from the time set for the receipt of tenders and no tender may be withdrawn during this period unless Massel Property Services (Pty) Limited informs the Tenderer in writing before the end of this period that his tender is not accepted.

3.13.3 Should a Tenderer amend or withdraw his tender after the opening of his tender but prior to entering into a contract based on his tender offer:

- (a) withdraws his tender;
- (b) Give notice of his inability to execute the contract in terms of his tender; or
- (c) Fails to comply with a request made in terms of 3.16.1 and 3.16.2 below;

Such tenderer shall be barred from tendering on any of Massel Property Services (Pty) Limited's tenders for a period determined by Massel Property Services (Pty) Limited, but not less than 6 (six) months from a date determined by Massel Property Services (Pty) Limited. This sanction also applies to tenders under evaluation and not yet awarded. Massel Property Services (Pty) Limited may fully or partly exempt a tenderer from the provisions of these conditions if he is of the opinion that the circumstances justify the exemption.

3.14 CANCELLATION OF CONTRACT

3.14.1 If Massel Property Services (Pty) Limited is satisfied that any person (being an employee, partner, director or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer), firm or company:

- a) Is executing a contract with Massel Property Services (Pty) Limited unsatisfactorily;
- b) Has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service or in any Organ of State in connection with obtaining or executing a contract;
- c) Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining or executing a contract with any government department, provincial administration, public body, company, Organ of State or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;
- d) Has approached an officer or employee in the Public Service or in any Organ of State or in the employ of Massel Property Services (Pty) Limited before or after tenders have been called for, to influence the award of the contract in his favour;

- e) Has withdrawn or amended his tender after the time set for the receipt and opening of tenders;
- f) When advised that his tender has been accepted, has given notice of his inability to execute or sign the contract;
- g) Has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for a contract, or as to the amount of the tender to be submitted by either party;
- h) Has disclosed to any other person, firm or company details of his tender, except where disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the tender; or
- i) Had made any misrepresentation to Massel Property Services (Pty) Limited, in its tender documents or in any other manner whatsoever regarding its experience, capability or potential to execute the works tendered for to Massel Property Services (Pty) Limited's satisfaction;

Massel Property Services (Pty) Limited may, in addition to any claim which it may have and in addition to any other legal recourse, cancel any contract between Massel Property Services (Pty) Limited and such person, firm or company and no tender from such person, firm or company will be favourably considered for such period as Massel Property Services (Pty) Limited, in its sole discretion, may specify. Any cancellation in terms of this rule shall not entitle the Tenderer to any claim for compensation or damages from Massel Property Services (Pty) Limited.

3.14.2 Any restriction imposed upon any person, firm or company shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression "firm or company" shall include an authorised employee or agent of such person, firm or company.

3.14.3 Massel Property Services (Pty) Limited may take any decision of a State Tender Board, including those of other Organs of State, SA Post Office Ltd, Telkom SA Ltd, Transnet Ltd, or any provincial administration with regards to the restriction of a tenderer as being applicable to tenders for Massel Property Services (Pty) Limited from such Tenderer.

3.14.4 Decisions of Massel Property Services (Pty) Limited in terms of these rules and any revocation or variation of such decisions shall be communicated by Massel Property Services (Pty) Limited to all the tender boards concerned.

3.14.5 Massel Property Services (Pty) Limited shall be entitled, notwithstanding anything to the contrary contained in the tender rules, not to consider any tender received from any person, firm or company where such person, firm, company or shareholder or director of such company is involved in any form of litigation or legal proceedings with Massel Property Services (Pty) Limited or SANRAL or such litigation or legal proceedings is likely to be instituted in the near future.

3.14.6 For the purpose of the tender rules, the expressions "company", "shareholder" and "director" shall include a close corporation and member.

3.15 LEGAL ASPECTS

- 3.15.1** The laws of the Republic of South Africa shall be applicable to each contract created by the acceptance of a tender and each Tenderer shall indicate a place in the Republic of South Africa and specify it in his tender as his *domicilium citandi et executandi* (permanent physical business address) where any legal process may be served on him.
- 3.15.2** Each Tenderer shall accept the jurisdiction of the law-courts of the Republic of South Africa.
- 3.15.3** In the case of a Tenderer from an entity not residing in the Republic of South Africa (foreign), the Tenderer shall state in his tender the name of his accredited agent in the Republic of South Africa in whom the necessary legal capacity is vested and who has been duly appointed to sign any contract.

3.16 ADDITIONAL INFORMATION REQUIRED

- 3.16.1** Massel Property Services (Pty) Limited reserves the right, in its sole discretion, to call for additional information. Massel Property Services (Pty) Limited further reserves the right, in its discretion, to call for any clarification, amplification and/or further details relating to the information reflected in the tender, as well as details concerning the method and manner in which the Tenderer intends to perform the work and the Tenderer's capabilities in that regard. The Tenderer shall furnish such additional information within five (5) days of being called upon to do so.
- 3.16.2** Massel Property Services (Pty) Limited reserves the right, in its sole discretion, to appoint a firm of chartered accountants and/or other suitably qualified persons to report on the financial resources, standing with the South African Revenue Services (SARS) regarding all taxes, including Value Added Tax (VAT), management structure and ownership of any Tenderer and/or to verify the correctness of any of the information furnished to Massel Property Services (Pty) Limited by the tenderer. The Tenderer shall provide all reasonable assistance in such an investigation and shall, within five (5) days from receiving any request for information pursuant to such investigation, comply with such request.
- 3.16.3** All written information submitted by the Tenderer, together with and in support of his tender, or subsequently in response of a request for additional information from Massel Property Services (Pty) Limited, shall form the basis on which the tender has been prepared and submitted.
- 3.16.4** Any failure on the part of the Tenderer to supply information requested by Massel Property Services (Pty) Limited, or to fully co-operate with any investigation, shall afford Massel Property Services (Pty) Limited the right, in its sole discretion, to reject the tender.

3.17 DISQUALIFICATION OF TENDER

The tender of any Tenderer who has not conformed to these tender rules and the instructions reflected in the official Tender Notice may be disqualified at the sole discretion of Massel Property Services (Pty) Limited.

If a tenderer, including key persons, a joint venture partner or a Targeted Enterprise, submits or participates in more than one tender, then all such tenders shall be disqualified.

3.18 DELEGATION OF AUTHORITY BY EMPLOYER

Massel Property Services (Pty) Limited may delegate any power vested in it by virtue of these rules to an officer or employee of Massel Property Services (Pty) Limited.

3.19 TENDER RULES ARE BINDING

The tender rules, as well as the instructions given in the official Tender Notice shall be binding on all Tenderers submitting tenders for the service or services stated in the tender documents.

3.20 LANGUAGE OF THE CONTRACT

The tender documents have been drafted in English. Each contract which originates from the acceptance of the tender shall be interpreted and construed in English.

3.21 CANCELLATION OF TENDER PROCESS

The tender process may be cancelled if:

- a) Due to changed circumstances, there is no longer a need of the services specified in the invitation;
- b) Funds are no longer available to cover the total envisaged expenditure;
- c) No acceptable tender is received; or
- d) There is a material irregularity in the tender process.



ANNEXURE A

TENDER CHECKLIST

MPS / 1004 / 58400 / 2020 / 01-R / V01

TENDER CHECKLIST

TASK NO.	TASK DESCRIPTION	ENVELOPE	TICK BOX
1	Download tender from link provided in the tender advertisement		
2	Print 2 complete sets of all documents (1 set for your internal workings and 1 set for submission)		
3	Read through the complete set of documents		
4	Initial all documents in black ink on the right bottom corner of each page		
5	Type and complete the Letter of Application on your company letterhead and sign (Annexure "B")	Technical	
6	Type and complete the Authority for Signatory on your company letterhead and sign (Annexure "C")	Technical	
7	Certificate of Permission to conduct Due Diligence Investigation (Annexure "D")	Technical	
8	Complete and sign the Shareholding Structure form (Annexure "E")	Technical	
9	Complete and sign the Certificate of Independent Bid Determination (SBD9) (Annexure "F")	Technical	
10	Complete and sign the Certificate of Single Tender Submission (Annexure "G")	Technical	
11	Complete and sign the Certificate of Fronting Practices (Annexure "H")	Technical	
12	Complete and sign the Management of Prominent Influential Persons (Annexure "I")	Technical	
13	Complete and sign the Declaration of Tenderer's Past Supply Chain Management Practices SBD8 (Annexure "J")	Technical	
14	Complete and sign (if applicable) the Addenda to Tender (Annexure "K")	Technical	
15	Complete and sign the Declaration of Interest SBD4 (Annexure "L")	Technical	
16	Complete and sign the Insurance Cover Form and attach an original of a valid certified true copy of the certificate (Annexure "M")	Technical	
17	Complete and sign the Certificate of Tax Compliance (SBD2) and provide Pin and attached tax Certificate (Annexure "N")	Technical	

TASK NO.	TASK DESCRIPTION	ENVELOPE	TICK BOX
18	Completed and sign the Declaration of Tenderer's Outstanding Debt to SANRAL (Annexure "O")	Technical	
19	Complete and sign the Team Details form for the individuals that will actively execute work if appointed on this panel (Annexure "P")	Technical	
20	Attach a curriculum vitae as per the template for each individual that will actively execute work if appointed on this panel (Annexure "Q")	Technical	
21	Attach a certified true copy/ies of the valid professional registration certificate/s from the SACPPV of individual/s who will actively execute work if appointed on this panel (Annexure "R")	Technical	
22	Attach a certified true copy of a Letter of Good Standing from the SACPPV for each individual that will actively execute work if appointed on this panel (Annexure "S")	Technical	
23	Attach a certified true copy or original B-BBEE certificate issued by a SANAS accredited agency or an Affidavit (accompanied by an audited financial statement / management account on the latest financial year) or a Certificate issued by the Companies and Intellectual Property Commission in the case of an EME with a total annual revenue of less than R10 000 000-00. In the event of a Joint Venture a consolidated B-BBEE Certificate in the name of the JV must be submitted. (Annexure "T")	Technical	
24	Complete the Vendor Registration form and complete Supplier number (Annexure "U")	Technical	
25	Complete and sign the Litigation History form (Annexure "V")	Technical	
26	Complete and sign the Valuation Experience form for each team member who will actively execute work if appointed on this panel (Annexure "W")	Technical	
27	Complete and sign the Geographic Capacity form (Annexure "X")	Technical	
28	Read General Conditions of Contract and initial each page in black ink (National Treasury) (Annexure "Y")	Technical	
29	Read, complete and sign Special Conditions of Contract. Note that this is where you will complete your fixed price per valuation (Annexure "Z")	Financial	
30	Complete and sign the Occupational Health and Safety Agreement (Annexure "AA")	Technical	
31	Read the Specifications, initial the bottom right corner of each page in black ink (Annexure "AB")	Technical	
32	Read and initial the bottom right corner of the Travel and Subsistence in black ink (Annexure "AC")	Technical	

TASK NO.	TASK DESCRIPTION	ENVELOPE	TICK BOX
33	Staple or bind all the documents in the order as presented in the Table of Contents, make sure that every page of every document is initialed or signed as required		
34	Place original sets of documents as indicated in the envelope column on the right in the technical & financial envelopes and seal.		
35	Complete the wording on the outside of the technical & financial envelopes as per the requirements in the tender document.		
36	Place both the technical and financial envelopes in one envelope and seal.		
37	Complete the wording on the outside of the outer envelope as per the requirements in the tender document.		
38	Place the sealed tender document in the tender box (or instruct a courier to do so) before tender closing date as per the Tender Notice. Be sure to complete the tender submission register which will be available at the office where the tender will close and obtain a Tender Submission Receipt from the Massel Property Services (Pty) Ltd when depositing your tender envelope.		



ANNEXURE B

PROFORMA LETTER OF APPLICATION

MPS / 1004 / 58400 / 2020 / 01-R / V01

PRO-FORMA LETTER OF APPLICATION

[Letterhead of the Tenderer or partner responsible for a joint venture / consortium, including registration number, full postal address and telephone, facsimile, and e-mail addresses]

Date: _____

Massel Property Services (Pty) Limited

Unit 4 Bartlett Lake Office Park

Corner of Trichardt and Leith Roads

Bartlett

Boksburg

1461

APPLICATION FOR TENDER: TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01 TENDER FOR THE APPOINTMENT OF VALUERS TO A PANEL TO RENDER VALUATION SERVICES FOR ANNUAL FINANCIAL STATEMENTS

1. Being duly authorised to represent and act on behalf of _____
(hereinafter referred to as "the Tenderer") and having reviewed and fully understood the entire tender document and information provided, the undersigned hereby applies for tender consideration.
2. Massel Property Services (Pty) Limited and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this tender and to seek clarification from our bankers and clients regarding any financial and technical aspects.

This Letter of Application will also serve as authorisation to any individual or authorised representative of any institution referred to in the supporting information to provide such information deemed necessary and as requested by Massel Property Services (Pty) Limited to verify statements and information provided in this application, such as the resources, experience, and competence of the Tenderer.

3. Massel Property Services (Pty) Limited and its authorised representatives may contact the following persons for further information.¹

GENERAL AND MANAGERIAL ENQUIRIES	
Name	Address and communication details
Name	Address and communication details

PERSONNEL ENQUIRIES	
Name	Address and communication details
Name	Address and communication details

TECHNICAL ENQUIRIES	
Name	Address and communication details
Name	Address and communication details

FINANCIAL ENQUIRIES	
Name	Address and communication details
Name	Address and communication details

4. This application is made with the full understanding that:
- (a) Tenderers will be subject to verification of all information submitted at the time of the Tender.
 - (b) Massel Property Services (Pty) Limited reserves the right to:

- Amend the scope of the tender, in which event, tenders will be invited only from those Tenderers who meet the resulting amended qualification requirements; and
 - Reject or accept any application.
- (c) Massel Property Services (Pty) Limited shall not be liable for any such actions under 4(b) above.
5. Appended to this application, we give details of the participation of each party, including capital contribution and profit / loss agreements in the joint venture (if applicable) or association.
6. We confirm that if we submit a tender, any resulting contracts will be²:
- (a) signed so as to legally bind all partners, jointly and severally; and
 - (b) submitted with a joint venture / consortium agreement providing the joint and several liabilities of all partners in the event that the contract is awarded to us.
7. The undersigned declare that the statements made, and the information provided in the duly completed application are complete, true and correct in every detail.

Signed _____ Name _____
For and on behalf of (name of Tenderer or lead partner of a joint venture / consortium) _____

- *1 Applications by joint venture / consortiums should provide on a separate sheet the same information for each party to the application.
- *2 If the Applicant is not a joint venture / consortium, please delete paragraphs 5 and 6 and initial the deletions.



ANNEXURE C

CERTIFICATE OF AUTHORITY FOR SIGNATORY

MPS / 1004 / 58400 / 2020 / 01-R / V01

CERTIFICATE OF AUTHORITY FOR SIGNATORY**Notes to Tenderer:**

The signatory for the Tenderer shall confirm his / her authority thereto, by attaching a duly signed and dated copy of the relevant resolution of the Board of Directors / Partners. Alternatively, this form may be used directly. It is deemed that whoever authorises the signatory has the capacity to commit the Tenderer to enter into contracts.

In the event that the Tenderer is a joint venture, a certificate of authority for signatory is required from all members of the joint venture and the designated lead member shall be clearly identified.

By resolution of the Board of Directors / Partners passed at a meeting held on, Mr. / Ms. whose signature appears below, has been duly authorised to sign all documents in connection with the Tender No: MPS / 1004 / 58400 / 2020 / 01-R / V01 and any contract which may arise therefrom on behalf of (*enter name of Tenderer in block capitals*)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS / HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:



ANNEXURE D

CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

MPS / 1004 / 58400 / 2020 / 01-R / V01

CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01
VALUATION FOR FINANCIAL STATEMENT SERVICES****Notes to Tenderer:**

1. The tenderer shall complete the declaration form below.
2. In the event of a Joint Venture (JV) each member of the JV shall comply with the above requirement.

I, (name), the undersigned in my capacity as

.....(position), on behalf of

..... (name of company), herewith grant consent that

SANRAL or any of their appointed service providers may conduct a due diligence investigation on

..... (name of company) to evaluate our ability to perform the contract

obligations as stipulated in the Standard Conditions of Tender.

In addition, any information in this regard requested by SANRAL or any of their appointed Service Provider's, shall be submitted within the timelines of the request.

.....
SIGNATURE

.....
DATE



ANNEXURE E

SHAREHOLDING STRUCTURE

MPS / 1004 / 58400 / 2020 / 01-R / V01

SHAREHOLDING STRUCTURE

Please complete relevant section below:

SOLE PROPRIETOR:

Name of Sole Member:

Identity Number of Member:

Contact Number of Member:

COMPANY / CLOSED CORPORATION (ALL SHAREHOLDERS/MEMBERS TO BE LISTED):

Shareholder / Member Name	Percentage Share / Member's Interest	Identity Number	Contact Number

Should Shareholder be a Trust, please furnish particulars of Trustees:

[illegible]

JOINT VENTURE (ALL COMPANIES/CLOSED CORPORATIONS THAT FORM PART OF JOINT VENTURE AND THEIR SHAREHOLDERS/MEMBERS SHOULD BE LISTED):

Company / Closed Corporation Name	Shareholder / Member Name	Percentage Share / Member's Interest	Identity Number	Contact Number

Should Shareholder be a Trust, please furnish particulars of Trustees:

Trust Name	Trustee	Identity Number of Trustee	Contact Number of Trustee

Signed: _____ Date: _____

Name: _____ Position: _____

Enterprise Name: _____



ANNEXURE F

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)

MPS / 1004 / 58400 / 2020 / 01-R / V01

CERTIFICATE OF INDEPENDENT TENDER (INCORPORATED SBD9)

Notes to tenderer:

1. This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
2. Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
3. This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.
4. In the case of a joint venture (JV), a separate certificate is to be completed and submitted by each JV member.

DECLARATION**(SBD9)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer.
6. The Tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a bid which does not meet the specifications and conditions of the tender; or

(f) tendering with the intention not to win the tender.

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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Name

.....

Position

.....

Name of Tenderer



ANNEXURE G

CERTIFICATE OF SINGLE TENDER SUBMISSION

MPS / 1004 / 58400 / 2020 / 01-R / V01

CERTIFICATE OF SINGLE TENDER SUBMISSION**Notes to tenderer:**

1. This certificate serves as a declaration by the tenderer that a single tender was submitted.
2. In the case of a Joint Venture (JV), a Targeted Enterprise or sub-contracted Key Person(s), a separate certificate is to be completed and submitted by each JV member, Targeted Enterprise or sub-contracted Key Person(s).

DECLARATION

I, the undersigned, in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the notes to, and the contents of, this certificate.
2. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner, a Targeted Enterprise or a sub-contracted Key Person(s), participate in more than 1 (one) tender.

SIGNATURE:

DATE:

NAME:

POSITION:



ANNEXURE H

CERTIFICATE OF FRONTING PRACTICES

MPS / 1004 / 58400 / 2020 / 01-R / V01

CERTIFICATE OF FRONTING PRACTICES

Fronting Practices

Window-dressing: This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation;

Benefit Diversion: This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

Opportunistic Intermediaries: This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circum-stances where the agreement involves:

- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, Service Providers, clients or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and
- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

Responsibility to Report Fronting

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to the DTI. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to the DTI.

Fronting Indicators

<ul style="list-style-type: none"> • The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
<ul style="list-style-type: none"> • The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
<ul style="list-style-type: none"> • The black people who serve in executive or management positions in an enterprise are paid

<ul style="list-style-type: none"> significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
<ul style="list-style-type: none"> There is no significant indication of active participation by black people identified as top management at strategic decision-making level;
<ul style="list-style-type: none"> An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
<ul style="list-style-type: none"> An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
<ul style="list-style-type: none"> An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
<ul style="list-style-type: none"> The enterprise displays evidence of circumvention or attempted circumvention;
<ul style="list-style-type: none"> An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
<ul style="list-style-type: none"> An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
<ul style="list-style-type: none"> An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

I, the undersigned, in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the contents of this certificate.
2. I accept that the Employer may report fronting practices to the Department of Trade and Industry and the B-BBEE Commissioner.

3. I accept that intentional misrepresentation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the B-BBEE Commissioner.

SIGNATURE:

DATE:

NAME:

POSITION:



ANNEXURE I

MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS

MPS / 1004 / 58400 / 2020 / 01-R / V01

MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS**Notes to Tenderer:**

1. In line with a policy on the management of Prominent Influential Persons (PIP's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of the Employer is concerned. This is done to mitigate the Employer's perceived association, reputational, operational, or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the Employer's website: www.nra.co.za)
2. It is compulsory that all prospective and existing tenderers conducting business with the Employer, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.
3. Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.
4. Further, that tenderers shall at the tender stage furnish the Employer of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:
 - a. Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or
 - b. Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the tenderer.
5. Tenderers undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the tenderer.
6. Should the tenderer fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.
7. Should the Employer, in the process of conducting verification and investigation of information supplied by the tenderer find out that the information poses a reputational risk, the tender shall be rendered invalid.
8. The following definitions shall apply:
 - a) "Board" means the Board of Directors or the Accounting Authority of the Employer.
 - b) "Business relationship" means the connection formed between the Employer and external stakeholders for commercial purposes.
 - c) "DD" means Due Diligence.
 - d) "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - e) "DPIP" means a Domestic Prominent Influential Person.

- f) "Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
- g) "Foreign Influential National" means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act No

13 of 2002, who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.

- h) "Foreign Prominent Public Official" means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
- i) "FPPO" means a Foreign Prominent Public Official.
- j) "Improper influence" means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
- k) "The Employer" means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
- l) "Senior Management" means the Executive Committee or its individual members.
9. A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	Middle Name	ID/Passport Number
Country Details	Country of Origin	Citizenship	Current Country of Residence	
CURRENT STATUS AND BACKGROUND				
Current Occupation	Occupational Title		Status	
			Active	Non-active
Is the potential/business partner (mark with an "X" whichever is applicable):				
a DPIP	a FPPO	a FIN	Family member or Close Associate of a DPIP/FPPO/FIN	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
1			Active	Non-active
2				
3				
4				
5				
6				
7				
8				
9				
MEDIA REPORTS / OTHER SOURCES OF INFORMATION				

(Please reference all known negative or damaging media reports associated with the DPIIP/FPPO/FIN)

Reporting Person/s:

Full names:		
Designation:		
Department:		
Head of Department:		
Head of Department Signature	Date:	
Reporting Person's Signature	Date:	

DECLARATION / UNDERTAKING BY THE TENDERER:

I, the undersigned declare that:

- the information furnished on this declaration form is true and correct.
- I accept that, any action may be taken against me should this declaration prove to be false.

Signature:

Name:

Position:

Date:

Name of Tenderer:



ANNEXURE J

**DECLARATION OF TENDERER'S
PAST SUPPLY CHAIN
MANAGEMENT PRACTICES
(SBD8)**

MPS / 1004 / 58400 / 2020 / 01-R / V01

SBD 8

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Tendering Document must form part of all tenders invited.
2. It serves as a declaration to be used by institutions 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 tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have -
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The database of Restricted Suppliers now resides on the National Treasury website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If YES, furnish particulars:		
4.2	<p>Is the Tenderer 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)?</p> <p>The register for Tender Defaulters can be accessed on the National Treasury website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters".</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If YES, furnish particulars:		

4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If YES, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If YES, furnish particulars:		

CERTIFICATION

I, the undersigned (Full Name)
 certify that the information furnished on this declaration form is 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

.....
 Position

.....
 Date

.....
 Name of Tenderer



ANNEXURE K

ADDENDA TO TENDER

MPS / 1004 / 58400 / 2020 / 01-R / V01

SCHEDULE OF ADDENDA TO TENDER

We confirm that the following communications received from Massel Property Services (Pty) Limited before the submission of this tender offer, amending the tender documents, have been taken into account in this tender:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF THE TENDERER:



ANNEXURE L

DECLARATION OF INTEREST (SBD4)

MPS / 1004 / 58400 / 2020 / 01-R / V01

COMPULSORY DECLARATION (INCORPORATING SBD4)**TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01
VALUATION FOR FINANCIAL STATEMENT SERVICES****Notes to tenderer:**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender, or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - a) the Tenderer is employed by the state; and/or
 - b) the legal person on whose behalf the tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.
2. Definitions:
 - a) "State" means:
 - i. 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);
 - ii. any Municipality of Municipal Entity;
 - iii. Provincial Legislature;
 - iv. National Assembly or the National Council of Provinces; or
 - v. Parliament.
 - b) "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
3. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact person	
E-mail	
Telephone	
Cell	
E-mail address	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS information

Tax reference number	
VAT registration number	(state Not Registered if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number	
--------------------------	--

Section 5: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984)

[illegible]

Attach separate page if necessary

Section 6: Record in the service of the state:

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

Section 7: Record of family member in the service of the state:

Family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past 5 (five) years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars:

Insert separate page if necessary

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- a) neither the name of the tendering entity, nor any of its principals, appears on:
 - i) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
 - ii) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za);
- b) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- c) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- d) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- e) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- f) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- g) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- h) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

I, the undersigned _____

certify that the information furnished in Form A3.1 above is correct. I accept that the Employer may reject the tender or act against me in terms of 5.7 of the Conditions of Tender should this declaration prove to be false.

.....
Signature (duly authorised)

.....
Date

.....
PositionName of Enterprise

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.



ANNEXURE M

CERTIFICATE OF INSURANCE COVER

MPS / 1004 / 58400 / 2020 / 01-R / V01

CERTIFICATE OF INSURANCE COVER

The tenderer shall provide the following details of insurance cover:

Name of Insurer:

Period of Validity:.....

Value of Insurance:

Professional Indemnity (for each and every case / claim)

Company:.....

Value / Amount:

General Public Liability

Company:.....

Value / Amount:

Should the Tenderer's appointment to this panel be successful, the minimum value of Insurance cover required for the period of appointment will be:

Professional Indemnity: R 2 000 000,00

General Public Liability: R 2 000 000,00

Attach a certified true copy or original letter from underwriter confirming insurance.

SIGNED ON BEHALF OF THE TENDERER:



ANNEXURE N

CERTIFICATE OF TAX COMPLIANCE (SBD2)

MPS / 1004 / 58400 / 2020 / 01-R / V01

CERTIFICATES OF TAX COMPLIANCE (INCORPORATING SBD2)

The Tenderer shall complete the declaration below.

I, (name) the undersigned in my capacity as
..... (position) on behalf of
..... (name of company)
herewith grant consent that SARS may disclose to the **South African National Roads Agency SOC Limited (SANRAL)** our tax compliance status.

For this purpose, our unique security personal identification number (PIN) is

In the event of a joint venture or a Targeted Enterprise each member shall comply with the above requirements.

.....
SIGNATURE

.....
DATE



ANNEXURE O

DECLARATION OF DEBT

MPS / 1004 / 58400 / 2020 / 01-R / V01

DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL**TENDER NO: MPS / 1004 / 58400 / 2020 / 01-R / V01****Notes to Tenderer:**

- 1. The signatory for the Tenderer shall complete and sign this form declaring the current status of (any) debt outstanding to SANRAL.**
- 2. In the event that the Tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.**

I, the undersigned,
 declare:

1. That the Tenderer or any of its Directors/Members do not have any debt outstanding to SANRAL, other than what is listed below:

Please provide the details:

.....

2. The tenderer and/or any of its Directors/Members freely, voluntarily and without undue duress, unconditionally authorises SANRAL to set off any debts agreed to which is due and payable by the tenderer or any of its Directors/Members in terms of this declaration, against any monies due to the tenderer or any of its Directors/Members.
3. That to the best of my knowledge, the above information is true and accurate.

Signed and sworn before me at on the day of

..... 20.....

.....
 Signature

The deponent having:

- 1. Acknowledge that he/she knows and understands the contents hereof;**
- 2. Confirmed that he/she has no objection to the taking of the prescribed oath;**
- 3. That he/she considered the prescribed oath as binding upon his/her conscience; and**
- 4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 having been complied with.**

.....
 COMMISSIONER OF OATHS



ANNEXURE P

TEAM DETAILS

MPS / 1004 / 58400 / 2020 / 01-R / V01

TEAM DETAILS

In this section, Tenderers must provide personal details for each of the Professional, Professional Associated and Candidate Valuers, as well as any other professional staff members, **who will be actively involved in executing the tender.**

Name	Professional Registration Status (if applicable)	Years of experience	Highest Qualification

SIGNED ON BEHALF OF THE TENDERER:



ANNEXURE Q

CURRICULUM VITAE

MPS / 1004 / 58400 / 2020 / 01-R / V01

CURRICULUM VITAE FOR TEAM MEMBERS

Please complete the curriculum vitae only for staff members listed in Annexure "P" as per the template below.

CURRICULUM VITAE
Team Member Full Name

1. PERSONAL PARTICULARS

Date of Birth : _____
Identity Number : _____

2. PROFESSIONAL QUALIFICATION/S

Qualification Name/s : _____
Year Obtained : _____
Institution : _____

3. MEMBERSHIP

Organisation : _____
Membership No. : _____
Membership Level : _____

4. OFFICIAL APPOINTMENTS

Institution : _____
Capacity : _____
Period : _____

5. EXPERIENCE

Summary (free text)



ANNEXURE R

PROOF OF REGISTRATION WITH SACPVP

MPS / 1004 / 58400 / 2020 / 01-R / V01

PROOF OF REGISTRATION WITH THE SACPVP

Please attach certified copies of valid current registration certificates as proof of registration with the South African Council for the Valuers Profession (SACPVP) only for relevant staff members mentioned in Annexure “P”.

(Certified copies older than 3 (three) months will not be accepted)



ANNEXURE S

LETTER OF GOODSTANDING

MPS / 1004 / 58400 / 2020 / 01-R / V01

LETTER OF GOOD STANDING

Please attach an original or certified true copy of a Letter of Good Standing from the South African Council for the Property Valuers Profession (SACPVP) in respect of all team members listed in Annexure “P”.

(Certified copies older than 3 (three) months will not be accepted)



ANNEXURE T

B-BBEE CERTIFICATE

MPS / 1004 / 58400 / 2020 / 01-R / V01

B-BBEE CERTIFICATE

Please attach hereto an original or certified true copy and valid B-BBEE Certificate issued by a SANAS accredited verification agency or sworn affidavit in accordance with the information provided below.

This tender is subject to section 9(b)i of the PPPFA Regulations of 2017.

The following table will be used to calculate the score for B-BBEE.

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

Points will be determined as follows:

- a) A tenderer's scorecard shall be a B-BBEE Verification Certificate issued in accordance with:
 - the amended Property Sector Codes published in Notice 560 of Government Gazette No. 40910 on the 9 June 2017.
 - in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable
- b) The scorecard shall be submitted as a certificate attached to Returnable Schedule Annexure “Q”.
- c) The certificate shall:
 - (i) Be valid at the closing date.
 - (ii) Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or
 - (iii) Be in the form of a sworn affidavit (accompanied by an audited financial statement or Management Account on the latest financial year) or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R10 million, if issued in accordance with the amended Property Sector Codes published in Notice 560 of Government Gazette No. 40910 on the 9 June 2017; and
 - (iv) Have a date of issue less than 12 (twelve) months prior to the tender closing date.
- d) In the event of a Joint Venture (JV), a valid project specific (must contain the contract number or project name) consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.



ANNEXURE U

SANRAL VENDOR REGISTRATION FORM

MPS / 1004 / 58400 / 2020 / 01-R / V01

Please note that all fields with an asterisk (*) are compulsory fields

1.	Company Name	<input type="text"/>																	
2.	Company Registration	<input type="text"/>																	
3.	Entity Type	<input type="text"/>																	
4.	Contractor Type	<input type="text"/>																	
5.	Listed Company	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No														
6.	VAT Registered	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No														
7.	VAT Registration No.	<input type="text"/>																	
8.	Accreditation No.	<input type="text"/>																	
9.	Designated Group	<input type="checkbox"/>	EME	<input type="checkbox"/>	QSE	<input type="checkbox"/>	CO-OP	<input type="checkbox"/>	N/A										
10.	SMME Type Description	<input type="checkbox"/>	Med	<input type="checkbox"/>	Small	<input type="checkbox"/>	Very Small	<input type="checkbox"/>	Micro	<input type="checkbox"/>	Not accredited								
11.	BBBEE Certificate Supplied	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No														
12.	BBBEE Status Level	<input type="text"/>	1	<input type="text"/>	2	<input type="text"/>	3	<input type="text"/>	4	<input type="text"/>	5	<input type="text"/>	6	<input type="text"/>	7	<input type="text"/>	8	<input type="text"/>	N/C
13.	Scorecard Type	<input type="text"/>																	
14.	BBBEE Affidavit Received	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	*The affidavit is only required if you have no BBBEE Certificate													
15.	BBBEE Certificate No.	<input type="text"/>																	
16.	BBBEE Certificate Expiry Date	<input type="text"/>								*Date is applicable if a certificate is supplied									
17.	Black Entity	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No														
18.	Provides Training	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No														
19.	CIDB Grading	<input type="text"/>																	
20.	CIDB Level	<input type="text"/>																	
21.	CIDB Certificate No.	<input type="text"/>																	
23.	CIDB Grading Expiry Date	<input type="text"/>																	
24.	Registered at CSD	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	*Attach a copy of CSD certificate													
25.	CSD Vendor No.	<input type="text"/>																	
26.	% Black Owned	<input type="text"/>																	
27.	% Black Woman Owned	<input type="text"/>																	
28.	% Black Youth Owned	<input type="text"/>																	
29.	% Black Disabled Owned	<input type="text"/>																	
30.	% Black People in Rural Areas	<input type="text"/>																	
31.	% Military Veterans	<input type="text"/>																	
32.	Total Owners	<input type="text"/>																	
33.	No. of Black Owners 18 - 35	<input type="text"/>																	

34. No. of Disabled Owners	<input type="text"/>
35. No. of Black Female Owners	<input type="text"/>
36. Region	<input type="text"/> Eastern <input type="text"/> Northern <input type="text"/> Southern <input type="text"/> Western
37. Contact First Name	<input type="text"/>
38. Contact Surname	<input type="text"/>
39. Contact Telephone No.	<input type="text"/>
40. Contact Cell No.	<input type="text"/>
41. Contact Email Address	<input type="text"/>
42. Physical Address	<input type="text"/>
	<input type="text"/>
43. Postal Address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
44. Tax Clearance Submitted	<input type="text"/> Yes <input type="text"/> No
45. Tax Clearance Valid End Date	<input type="text"/>

NOTES

1. SMME Classifications

Sector or subsector in accordance with the standard Industrial Classification	Size of class	The total fulltime equivalent of paid employees	Total turnover	Total gross asset value (fixed property excluded)
Finance and Business Services	Medium	200	R26m	R5m
	Small	50	R13m	R3m
	Very Small	20	R3m	R0.50m
	Micro	5	R0.20m	R0.10m



ANNEXURE V

LITIGATION HISTORY

MPS / 1004 / 58400 / 2020 / 01-R / V01

LITIGATION HISTORY FORM

Note to Tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signed by Tenderer:	
Designation:	
Company:	



ANNEXURE W

VALUATION EXPERIENCE

MPS / 1004 / 58400 / 2020 / 01-R / V01

VALUATION EXPERIENCE

The Tenderer must complete this form for each of the team members listed in Annexure "P"
(only in respect of persons actively involved in execution of the tender)

Team member name:	
-------------------	--

Mark with an "X"

SACPVP Registration:	Professional Valuer	
	Professional Associate Valuer	
	Candidate Valuer	
Valuation experience:	Valuation of Investment Properties	
	Replacement Value of Properties	
	Valuation of Income Producing Properties	
	Other (Specify)	
	Other (Specify)	
	Other (Specify)	
	Other (Specify)	

Provide a separate sheet as per page 2 for each team member individually, with **verified** contact details of not more than three (3) references, together with a brief project description for at least one (1) assignment in respect of valuation experience in the fields of expropriation, servitudes and negotiation for the acquisition of property.

Name of team member			
Type of experience	Reference name	Organisation	Contact telephone no. and e-mail address
Valuation of Investment Properties			
Brief project description			
Replacement Value of Properties			
Brief project description			
Valuation of Income Producing Properties			
Brief project description			



ANNEXURE X

GEOGRAPHIC CAPACITY

MPS / 1004 / 58400 / 2020 / 01-R / V01

GEOGRAPHIC CAPACITY

Indicate in the box below in which geographic areas the Tenderer is willing and able to render valuation services:

(Mark with an "X")

200 km Radius from City / Town	
Johannesburg / Pretoria	
Durban	
Gqeberha (Port Elizabeth)	
East London	
George	
Cape Town	
Bloemfontein	
Upington	
Beaufort West	
Springbok	

SIGNED ON BEHALF OF THE TENDERER:



ANNEXURE Y

GENERAL CONDITIONS OF CONTRACT

MPS / 1004 / 58400 / 2020 / 01-R / V01

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, 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 in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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



ANNEXURE Z

SPECIAL CONDITIONS OF CONTRACT

MPS / 1004 / 58400 / 2020 / 01-R / V01

MEMORANDUM OF AGREEMENT**ENTERED INTO BY AND BETWEEN****MASSEL PROPERTY SERVICES (PTY) LIMITED**

Herein represented by DE WINNAAR LOMBARD in his capacity as VALUATION
MANAGER and duly authorised thereto by means of a resolution of the Board of
Directors of Massel Property Services (Pty) Limited dated

.....

(Hereinafter referred to as the “**EMPLOYER**”)

AND

.....
Herein represented by
in his / her capacity as
and duly authorised thereto by means of a resolution dated

(Hereinafter referred to as the “**SERVICE PROVIDER**”)

WHEREAS

The “**EMPLOYER**” has been appointed by the South African National Roads Agency SOC Limited (SANRAL), (the “**PRINCIPAL**”), to render valuation services for annual financial statements under contract SANRAL 1005/58400/2020/01-R.

AND

The “**EMPLOYER**” wishes to appoint the “**SERVICE PROVIDER**” to serve on a panel of Valuers to render valuation services on behalf of the “**PRINCIPAL**” for purposes of determination of property value for annual financial statements.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**1. DEFINITIONS**

In the **AGREEMENT** (as hereinafter defined), the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise:

"AGREEMENT" shall mean this agreement, including all annexures and appendices thereto, the **"SERVICE PROVIDER'S"** tender submission and any written supplementary agreements which may be validly concluded between the parties thereto.

"SERVICE PROVIDER" means the person or persons, partnership, company, or firm whose tender has been accepted for the execution of the work as specified in tender MPS / 1004 / 58400 / 2020 / 01-R / V01 and this agreement and includes the **"SERVICE PROVIDER'S"** legally appointed representatives, heirs, successors, assignees, executors, administrators, trustees or sureties of such person, persons, partnership, company, or firm.

"EMPLOYER" means Massel Property Services (Pty) Limited.

"PRINCIPAL" means the South African National Roads Agency SOC Limited (SANRAL) or a person delegated by it to act on its behalf.

"WORKS" or **"SERVICES"** shall mean the works described and specified in the tender and this agreement.

All references to **"DAYS"** shall mean a day of 24 (twenty-four) consecutive hours' duration commencing at midnight (00h00) and which shall include non-working days unless otherwise stated.

The headings of clauses in the **"AGREEMENT"** are for reference purposes only and shall not be taken into account in construing the context thereof.

In the **"AGREEMENT"**, unless inconsistent with the context, the words **"NOTICE"**, **"NOTIFY"**, **"NOTIFICATION"**, and **"ISSUE"** shall connote an act to be carried out in writing.

In the **"AGREEMENT"**, unless inconsistent with the context, the masculine includes the opposite gender, the singular includes the plural and vice versa and persons shall include bodies corporate.

Any document or notice sent by a party in terms of the “**AGREEMENT**” by prepaid registered post addressed to the other party at his *domicilium citandi et executandi*, shall be deemed to have reached the other party within seven (7) days from date of posting.

The “**AGREEMENT**” constitutes the whole agreement between the parties and no variation, amendment, or addition to any of the terms and conditions shall have any force or effect, unless reduced in writing and signed by both the parties.

The law applicable to this agreement is the law of the Republic of South Africa.

The tender document has been drafted in English, which language shall apply to this “**AGREEMENT**”.

2. **GENERAL**

2.1 The “**SERVICE PROVIDER**” holds harmless and indemnifies the “**EMPLOYER**” from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever arising out of, or in connection with, any failure to perform obligations, or to fulfil liabilities and, without limiting the generality of the foregoing, the “**SERVICE PROVIDER**” holds harmless and indemnifies the “**EMPLOYER**” from and against:

- 2.1.1 Any negligence by the “**SERVICE PROVIDER**”, his agents, workmen and servants;
- 2.1.2 Any claims from the aforesaid;
- 2.1.3 Any injuries and/or damages incurred in performing the works.

3. **WARRANTIES AND REPRESENTATIONS**

The “**SERVICE PROVIDER**” warrants and represents that:

- 3.1 The “**SERVICE PROVIDER**” has full capacity and authority and all necessary licences, permits and consents (including but not limited to, where its circumstances and procedures so require, the consent of its Parent Company) to enter into and to perform this agreement;
- 3.2 This agreement is executed by a duly authorised representative of the “**SERVICE PROVIDER**”;
- 3.3 The provision of the works and the “**EMPLOYER’S**” use thereof shall not infringe on any Intellectual Property Rights of any third party and indemnifies the “**EMPLOYER**” in respect of any claim arising out of the “**EMPLOYER’S**” use thereof;

- 3.4 The services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence. The **“EMPLOYER”** reserves the right to call upon the **“SERVICE PROVIDER”** to remove any personnel whom in its opinion is incompetent;
- 3.5 The **“SERVICE PROVIDER”** shall discharge its obligations hereunder with all due skill, care and shall perform all services in terms of this agreement with the highest standards consistent with, and applicable to the profession, industry, practice and its own established internal procedures;
- 3.6 The services shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar rules and directives;
- 3.7 The services shall comply with the Specifications;
- 3.8 All statements and representations made to the **“EMPLOYER”** are, to the best of its knowledge, information and belief, true and accurate and that it will advise the **“EMPLOYER”** of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading.

4. ASSIGNMENT AND SUBCONTRACTING

The **“SERVICE PROVIDER”** shall not cede his rights or obligations or subcontract any of the services in respect of the whole or any part of this Agreement without obtaining prior written consent of the **“EMPLOYER”**.

5. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 5.1 The **“SERVICE PROVIDER”** hereby indemnifies the **“EMPLOYER”** against all claims, demands, actions, costs, expenses (including, but not limited to legal costs and disbursements on an attorney and client scale), losses and damages arising from or incurred by reason of any infringement, or alleged infringement (including, but not limited to the defence of such alleged infringement) in South Africa of any Intellectual Property Right arising out of or consequent upon the services rendered by the **“SERVICE PROVIDER”** to the **“EMPLOYER”**.
- 5.2 The **“SERVICE PROVIDER”** shall promptly notify the **“EMPLOYER”** if any claim or demand is made or action brought against the **“SERVICE PROVIDER”** for infringement or alleged infringement of any Intellectual Property Right.

5.3 If a claim or demand is made or action, or in the reasonable opinion of the “**SERVICE PROVIDER**” is likely to be made or brought, the “**SERVICE PROVIDER**” shall at its own expense either:

5.3.1 Modify any or all of the services without reducing the performance and functionality, or substitute alternative services of equivalent performance and functionality for any or all of the services, so as to avoid the infringement or the alleged infringement, provided that the terms of this Agreement shall apply *mutatis mutandis* to such modified or substituted services and such modified or substituted services shall be acceptable to the “**EMPLOYER**”, who will not unreasonably withhold such acceptance; or

5.3.2 Procure a royalty free licence to use the service on terms which are acceptable to the “**EMPLOYER**”.

6. PERIOD OF AGREEMENT

This Agreement shall commence on the date of signature by the “**EMPLOYER**” and terminate **one calendar year** after commencement or such earlier date in accordance with Clause 7 or 8 hereof.

7. TERMINATION BY THE EMPLOYER

This Agreement may be terminated by the “**EMPLOYER**” in the event of:

7.1 Failure by the “**SERVICE PROVIDER**” to proceed with his obligations in terms of this Agreement with due care, skill and diligence;

7.2 In the event of insolvency or liquidation of the “**SERVICE PROVIDER**”;

7.3 In the event of breach of contract, repeated non-compliance by the “**SERVICE PROVIDER**” in respect of Clause 17 and 18, the “**EMPLOYER**” may in its sole discretion, deliver a Notice of Termination to the “**SERVICE PROVIDER**” and terminate the agreement forthwith;

7.4 Where this Agreement is terminated as contemplated above, the “**SERVICE PROVIDER**” shall immediately hand over to the “**EMPLOYER**” all documents and papers which relates to the services, either in printed or electronic form as may be prescribed by the “**EMPLOYER**”. The “**SERVICE PROVIDER**” shall within 14 (fourteen) days after date of cancellation prepare an account of the completed services rendered by the “**SERVICE PROVIDER**” prior to date of such termination and no further payment shall be made to the “**SERVICE PROVIDER**”;

- 7.5 The “**EMPLOYER**” shall be entitled to deduct from any payment due to the “**SERVICE PROVIDER**” any additional cost, losses, disbursements, and damages incurred or sustained by the “**EMPLOYER**” by reason, or in consequence of the termination of this Agreement.

8. **TERMINATION BY THE SERVICE PROVIDER**

- 8.1 This Agreement may be terminated by the “**SERVICE PROVIDER**” by serving a Notice of Termination on the “**EMPLOYER**”. The termination date shall not be less than 2 (two) calendar months from the date of termination as referred to in the “**SERVICE PROVIDER’S**” Notice of Termination.
- 8.2 The provisions of Clause 7.4 and 7.5 above shall apply in the event of termination by the “**SERVICE PROVIDER**”.

9. **PUBLICITY**

- 9.1 Neither party shall use the name or any other material and information of the other in publicity releases or advertising, or for other promotional purposes, without securing the prior written approval of the other party.
- 9.2 Both parties shall take all reasonable steps to ensure the observance of the provisions of Clause 9.1 above by all their employees and agents.
- 9.3 Notwithstanding the provisions of Clause 9.1 above, the “**EMPLOYER**” shall be entitled to publicise the Agreement in accordance with its contractual obligations to the “**PRINCIPAL**”, or any legal or quasi-legal obligation upon the “**EMPLOYER**”.

10. **GIFTS AND PAYMENTS OF COMMISSION**

The “**SERVICE PROVIDER**” shall not:

- 10.1 Offer or give or agree to give any person of the “**EMPLOYER**” any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement, or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement; nor

- 10.2 Enter into this Agreement if, in connection with it, commission has been paid or agreed to be paid to any person of the “**EMPLOYER**” by the “**SERVICE PROVIDER**” or on the “**SERVICE PROVIDER’S**” behalf or to the “**SERVICE PROVIDER’S**” knowledge, unless before this Agreement particulars of any commission and of the terms and conditions of any Agreement for the payment thereof have been disclosed in writing to the “**EMPLOYER**”.
- 10.3 In the event of any breach of Clause 10.1 above by the “**SERVICE PROVIDER**” or by anyone employed by the “**SERVICE PROVIDER**” or acting on the “**SERVICE PROVIDER’S**” behalf in relation to this Agreement, the “**EMPLOYER**” may summarily terminate this Agreement by notice in writing to the “**SERVICE PROVIDER**” and withhold all payments due to the “**SERVICE PROVIDER**” for completed work. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the “**EMPLOYER**” and provided always that the “**EMPLOYER**” may recover from the “**SERVICE PROVIDER**” the amount or value of any such gift, consideration, or commission.
- 10.4 The decision of the “**EMPLOYER**” shall be final and conclusive in any dispute, difference or question arising in respect of:
- 10.4.1 The interpretation of this Clause (except insofar as the same may relate to the amount recoverable from the “**SERVICE PROVIDER**” under Clause 10.3 above in respect of any loss resulting from such termination of this Agreement); and/or
- 10.4.2 The right of the “**EMPLOYER**” under Clause 10.3 above to terminate this Agreement; and/or
- 10.4.3 The amount of value of any such gift, consideration, or commission.
- 10.5 In the event that any gift, consideration, or commission was solicited by any employee of the “**EMPLOYER**”, this shall immediately be disclosed in writing to the “**EMPLOYER**”.

11. FORCE MAJEURE

11.1 In this clause “Force Majeure” means an exceptional event or circumstance:

- (a) which is beyond party’s control,
- (b) which such a party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and

(d) which is not substantially attributable to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below;

- (i) natural catastrophes such as earthquake, hurricane, typhoon, or volcanic activity
- (ii) war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,
- (iii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iv) riot, commotion, disorder, strike, or lockout by persons other than the Service Provider's Personnel or other employees of the Service Provider and Sub-contractors,

An event or circumstance which is attributable to a wilful act, neglect, or failure to take reasonable precautions by the affected party, his employees, agents, subcontractors, or others shall, under no circumstances, be considered Force Majeure.

11.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has notified the other Party within 10 days of its occurrence and within a reasonable time of its estimated duration and consequences. Failure to so notify shall terminate that Party's right to release from his obligations.

11.3 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.

11.4 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying, and re-activating the performance of the Services.

11.5 If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.

12. SEVERABILITY

- 12.1 If any court of competent jurisdiction holds any provision of this Agreement invalid, illegal, unlawful or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 12.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the **EMPLOYER** and the **SERVICE PROVIDER** shall agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by mutual agreement by way of variation of the Agreement.

13. WAIVER

- 13.1 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
- 13.2 A waiver of any default shall not constitute a waiver of any subsequent default.

14. SUCCESSION

- 14.1 This Agreement shall be binding on the successors in title, assignees, administrators, executors, and heirs of either party.

15. INSURANCE

Should the Tenderer be successful, the “**SERVICE PROVIDER**” shall take out and maintain professional indemnity and public liability insurance at his own cost for the amounts indicated below and shall provide proof of such insurances within 30 days from date of signature or when called upon to do so by the “**EMPLOYER**”. The “**EMPLOYER**” shall be at liberty to examine the insurance purchased.

- | | | | |
|------|----------------------------------|---|-------------|
| 15.1 | Professional Indemnity Insurance | - | R 2 000 000 |
| 15.2 | Public Liability Insurance | - | R 2 000 000 |

16. COMMENCEMENT AND PROGRAMME

The “**SERVICE PROVIDER**” shall commence the services as specified herein and shall proceed with same with due expedition and without delay, except as may be expressly sanctioned or ordered by the “**EMPLOYER**” or be completed beyond the control of the “**SERVICE PROVIDER**”.

17. COMPLETION DATE

The services shall be executed by the date specified in the instruction letters issued by the “**EMPLOYER**”.

18. FAILURE TO PERFORM

- 18.1 Penalties shall apply and will be deducted from any payment due to the “**SERVICE PROVIDER**” by the “**EMPLOYER**” if the deliverables as indicated are not submitted to by the required dates and if the “**SERVICE PROVIDER**” does not comply to tasks as referred to in the Specifications.
- 18.2 Penalties shall be calculated in terms of a point system and shall be levied against payments due to the “**SERVICE PROVIDER**” for any lack of performance outlined in the Specifications. These penalties are to be escalated as are any other payment items and shall be reflected in the payment certificate as negative values prior to the application of the escalation formula.
- 18.3 Every month, penalties and performance points will be accumulated. At the thresholds provided below, a penalty amount will be deducted from the monthly payment due to the “**SERVICE PROVIDER**”.
- 18.4 Penalty points will be allocated at the end of each calendar month. The table below defines the severity of the in compliance and the penalty points to be awarded, which shall be determined by the “**EMPLOYER**”.

Penalty Points

	Bad	Worse	Worst
1. Incompliance, minor consequence	1	2	3
2. Incompliance, important consequence	2	4	6
3. Breach, serious matter	8	14	20

The “**EMPLOYER**” may, in its sole discretion, interpolate between the points in categories 2 and 3.

- 18.5 The “**SERVICE PROVIDER**” shall be rewarded with the following performance points at the end of each month.

Performance points

Performance Points	Description
3	General performance is satisfactory and complies with the contract.
4	General Performance shows diligence and Service Provider acts in the Employer’s best interests.
5	General performance is exemplary and indicates a proactive approach to the work.

18.6 Sum of points

The final points shall be calculated as follows;

Final = (Points for every in compliance added together) - (month’s point for performance)

The “**EMPLOYER**” shall explain the reasons for the penalty points imposed on the “**SERVICE PROVIDER**”, and the “**SERVICE PROVIDER**” shall include the relevant penalty amount in the invoice for the work done in the month.

The “**SERVICE PROVIDER**” shall have 90 days in which to make representations to the “**EMPLOYER**” to overturn any penalty imposed on the “**SERVICE PROVIDER**”.

The sum of penalties and performance points shall not be considered if the result is 0 or lower.

18.7 After adding all penalties together for the month preceding, the following penalty amounts shall be deducted from the amount owing to the “SERVICE PROVIDER”**Penalty Amounts**

Month’s Final Points	Consequence
1	Warning only
2	R5 000
3	R10 000
4	R12 000
5	R14 000
6	R16 000
7	R18 000
8	R20 000
9	R23 000

10	R26 000
11	R29 000
12	R30 000
13	R50 000
14	R75 000
20	Termination of contract / Service Provider on terms

19. TRAVELLING AND SUBSISTENCE

The "SERVICE PROVIDER" shall be entitled to claim from the "EMPLOYER" expenses relating to travelling and subsistence as per the Travelling and Subsistence Annexure.

20. SOFTWARE LICENCING

The "SERVICE PROVIDER" shall procure all software required to perform the services and provide proof of licensing when called upon to do so by the "EMPLOYER".

21. MEASUREMENT AND PAYMENT

21.1 The "SERVICE PROVIDER" shall submit to the "EMPLOYER", on completion of the services and acceptance thereof by the "EMPLOYER", an invoice of the amount it claims in accordance with the provisions of this Agreement.

21.2 Payment shall be made within 30 (thirty) calendar days of receipt of invoice to the "EMPLOYER". The "EMPLOYER" will attend to a Quality Assurance process of Valuation Reports and the "SERVICE PROVIDER" will attend to the necessary changes regardless of whether payment has been made or not.

21.3 The fees for performance of the services payable by the "EMPLOYER" to the "SERVICE PROVIDER" shall be a fixed fee as follows:

21.3.1 Valuation fee per Investment Property, as per the Specifications:

R.....

(.....), excluding Value Added Tax.

21.3.2 Valuation fee for Income Producing Properties, as per the Specifications:

R.....

(.....), excluding Value Added Tax.

21.3.3 Valuation fee per Replacement Valuation, as per the Specifications:

R.....

(.....
.....), excluding Value Added Tax.

21.4 In addition to fees payable for the services, the "**SERVICE PROVIDER**" shall include in its invoice to the "**EMPLOYER**" details for reimbursement of travelling, subsistence and other disbursements approved by the "**EMPLOYER**" in accordance with Clause 19 mentioned above in a format required by the "**EMPLOYER**".

22. SETTLEMENT AND DISPUTES

22.1 Any dispute or difference of any kind whatsoever between the "**EMPLOYER**" and the "**SERVICE PROVIDER**" in connection with or arising out of this Agreement (whether during the execution of the agreement works or after their completion and whether before or after the termination, abandonment, or breach of this Agreement) shall be settled by reference to the "**EMPLOYER**".

22.2 If a dispute cannot be settled between the two parties, then the Chief Executive Officers (CEO's) of the two parties shall meet and endeavour to resolve issues between them.

22.3 If the agreement between Chief Executive Officers (CEO's) cannot be reached within 49 (forty-nine) calendar days after receipt by one Party of the other Party's request to do so, the dispute may be submitted by either party to the Court having jurisdiction in the matter for relief.

22.4 Notwithstanding any contrary provisions in this Agreement, any Party shall have the right to approach the High Court for any relief.

23. NON-RENOUNCEMENT OF STATUTORY POWERS

23.1 Notwithstanding any provision contained in this Agreement or any right or obligations arising there from:

23.1.1 The "**EMPLOYER**" does not renounce any of its statutory powers; and

23.1.2 Both parties record the "**EMPLOYER'S**" power to act in accordance with the existing or future acts of Parliament or regulations made by virtue thereof and that this Agreement shall not affect such powers in any way whatsoever; and

23.1.3 The "**EMPLOYER**" shall have the right to refuse to furnish any information or documentation that the "**SERVICE PROVIDER**" may request in terms of this Agreement if the "**EMPLOYER**" is of the opinion, based on reasonable grounds, that such information or documentation is confidential, or if the disclosure of such information or documentation will infringe another party's copyright or any other right or breach a relation of trust between the "**EMPLOYER**" and another party.

24. OCCUPATIONAL HEALTH AND SAFETY

The "**SERVICE PROVIDER**" shall comply with all statutory requirements, subject itself to inspection and audit by the "**EMPLOYER**" and shall be required to enter into a Health and Safety Agreement with the "**EMPLOYER**".

25. ENTIRE AGREEMENT

25.1 The Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes all prior representations, negotiations or understandings, proposals or prior arrangements, oral or written with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

25.2 The "**SERVICE PROVIDER**" shall be deemed to have waived and renounced any condition printed upon any stationery used by them for the purpose of, or in connection with the submission of the quotation.

Thus signed aton this day of 2023.

Witness 1

Witness 2

For and on behalf of the "**SERVICE PROVIDER**" (Name, Surname & Signature)

Thus signed aton this day of
..... 2023.

Witness 1

Witness 2

For and on behalf of the "**EMPLOYER**" (Name, Surname & Signature)



ANNEXURE AA

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

MPS / 1004 / 58400 / 2020 / 01-R / V01

**Section 37(2) WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY**

In accordance with the provisions of Section 37(2) Of the
Occupational Health and Safety Act 85 of 1993

AS ENTERED INTO BY AND BETWEEN

MASSEL PROPERTY SERVICES (PTY) LIMITED

Herein represented by DE WINNAAR LOMBARD in his capacity as VALUATION MANAGER and duly authorised thereto by means of a resolution of the Board of Directors of Massel Property Services (Pty) Limited dated

(hereinafter refer to as "the Employer")

and

.....

Herein represented by in his / her capacity as
..... and duly authorised thereto

(hereinafter referred to as "the Mandatory")

for

(Specify contract scope and duration)

Mandatory Compensation Fund number:

.....

I N D E X

1. Definitions and Interpretation
2. Reporting
3. Warrant of Compliance
4. Mandatory & Employer
5. Appointment & Training
6. Supervision, Discipline Reporting
7. Access to the OHS Act
8. Co-Operation
9. Work Procedures
10. Health & Safety Meetings
11. Compensation Registration
11. Incident Reporting & Investigation
12. Transport
13. Clarification
14. Operation of Agreement
15. Headings
16. No Nuisance
17. Intoxication not allowed
18. Personal Protective Equipment
19. Notices
20. Indemnity
21. Breach
22. General

1. DEFINITIONS AND INTERPRETATION

- 1.1 The clause headings in this agreement shall not be used in its interpretation.
- 1.2 Unless inconsistent with, or otherwise indicated by the context, words importing the masculine gender shall include the feminine and vice- versa, and words importing the singular shall include the plural and vice versa.
- 1.3 If there is a conflict between the provisions in this agreement, the last to be written chronologically shall prevail, unless otherwise specified in the particular provision.
- 1.4 The following terms shall have the meanings assigned to them hereunder namely–
- 1.4.1 **“this Agreement”** - shall mean this agreement together with all the annexures hereto;
 - 1.4.2 **“Party” or “ Parties”** – shall mean the **Employer** and **Mandatory**;
 - 1.4.3 **“the Act”** – means the Occupational Health & Safety Act, No.85 of 1993;
 - 1.4.4 **“the Employer”**- any person who employs or provides work for any person and remunerates that person;
 - 1.4.5 **“the Employee”**- any person who is employed by or works for an employer and receives or is entitled to receive any remuneration or work under supervision of an employer;
 - 1.4.6 **“Incident”** – means an incident as contemplated in Section 24 of the OHS Act, No.85 of 1993;
 - 1.4.7 **“Mandatory”** – means all employees, servants, contractors and contractors of the Mandatory.

2. REPORTING

The Mandatory and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 (“the OHS Act”) shall report to a representative designated by **the Employer** prior to commencing the work on site.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of **this Agreement the Mandatory** warrants that he understands and agrees to the arrangements and procedures as prescribed by **the Employer** in clause 7.3 and requirements of Section 37(2) of the OHS Act for the purposes of compliance with **the Act**.
- 3.2 **The Mandatory** acknowledges that **this Agreement** constitutes an **agreement** in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that **the Mandatory** and his employers are to perform shall be the obligation of **the Mandatory**.
- 3.3 **The Mandatory** further warrants that he and/or his employees undertake to fully comply with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said **agreement**, **the Mandatory** shall ensure that the provisions of **this Agreement** and the OHS Act are at all times adhered to by himself and his employees.
- 3.4 **The Mandatory** shall ensure that the health and safety of any person is not endangered by the conduct and/or activities of any of his employees.

4. MANDATORY AND EMPLOYER

The Mandatory shall be deemed to be an employer in his own right. In terms of Section 16(1) of the OHS Act, **the Mandatory** shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated employees.

5. APPOINTMENTS AND TRAINING

- 5.1 **The Mandatory** shall appoint competent persons for the work to be performed. Any such appointed person shall be trained on any occupational health and safety matters and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointment made by **the Mandatory** shall upon request be provided to **the Employer**.
- 5.2 **The Mandatory** shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out.
- 5.3 Notwithstanding the provisions of the above, **the Mandatory** shall ensure that he, his appointed competent persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions.

6. SUPERVISION, DISCIPLINE AND REPORTING

- 6.1 **The Mandatory** shall ensure that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- 6.2 **The Mandatory** shall further ensure that his employees report to him all unsafe or unhealthy work situations after they become aware of the same and that he in turn immediately reports these to **the Employer** and/or his representative.

7. ACCESS TO THE OHS ACT

The Mandatory shall ensure that he has an updated copy of the OHS Act at all times and that this is accessible to his appointed competent persons and employees.

8. CO-OPERATION

- 8.1 **The Mandatory** and/or his competent persons and employees shall provide full co-operation and information if and when **the Employer** or his representative inquiries into occupational health and safety issues concerning **the Mandatory**. **The Employer** and his representative shall at all reasonable times be entitled to make such inquiry.
- 8.2 **The Mandatory** shall at all times when doing inspection or performing work assigned to him/her by **the Employer** be in possession of the following safety equipment:
- 8.2.1 Fully serviced fire extinguisher
 - 8.2.2 Fully equipped First Aid Kit
 - 8.2.3 Orange magnetic light
 - 8.2.4 Yellow Safety Vest/Jacket
 - 8.2.5 Red Triangle(s)
 - 8.2.6 Towing Rope
 - 8.2.7 Magnetic "Road Inspection" sticker
 - 8.2.8 Set of Jump Cables

9. WORK PROCEDURES

The Mandatory shall perform risk assessments of work to be performed and ensure that safe working procedures are in place. **The Mandatory** shall ensure that his competent persons and employees are familiar with and adhere to these safe working procedures.

10. HEALTH AND SAFETY MEETINGS

The Mandatory shall hold health and safety meetings as often as may be required.

11. COMPENSATION REGISTRATION

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, and that all payments owing to the Commissioner are discharged.

The Mandatory shall furnish **the Employer** with proof of registration and good standing, within seven (7) days of receipt of a request by **the Employer**.

12. INCIDENT REPORTING AND INVESTIGATION

All **Incidents** referred to in Section 24 of the OHS Act shall be reported by **the Mandatory** to the Department of Labour and to **the Employer**. **The Employer** shall further be provided with copies of written documentation relating to any **Incident**.

13. TRANSPORT

The Mandatory shall ensure that all vehicles used are in a roadworthy condition and are licensed and insured for the purpose of the work. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs.

14. CLARIFICATION

In the event that **the Mandatory** requires clarification of any of the terms or provisions of **this Agreement**, he should contact the representative of **the Employer**.

15. OPERATION OF AGREEMENT

This Agreement shall remain in force for the duration of the work to be performed by **the Mandatory**.

16. HEADINGS

The headings as contained in **this Agreement** are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in **this Agreement**.

17. NO NUISANCE

17.1 **The Mandatory** shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment

17.2 **The Mandatory** shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on **the Employer**, its client or any tenants. Where such situations are unavoidable, **the Mandatory** shall give prior notice to **the Employer**.

18. INTOXICATION NOT ALLOWED

When a person is taking medicine, such person shall only be allowed to work if the side effects of such medicine do not constitute a threat to the health of the person concerned or other persons at such workplace.

19. PERSONAL PROTECTIVE EQUIPMENT

The Mandatory shall ensure that his competent persons and employees are provided with adequate Personal Protective Equipment (PPE) for the work they may perform and which must be in accordance with the requirements of the General Safety Regulation 2(1) of the OHS Act. **The Mandatory** shall further ensure that his competent persons and employees wear the PPE issued to them at all material times.

20. NOTICES

The Employer and **Mandatory** hereby choose as their *domicilium citandi et executandi* for all purposes under **this Agreement**, the address set forth below and any **Party** shall be entitled by notice to the other to change his domicilium aforesaid provided that the change shall only become effective 7 days after service of the notice in question:

The Employer: Unit 4 Bartlett Lake Office Park, C/o Trichardt and Leith Roads, Bartlett, Boksburg, 1460 (physical address)

The Mandatory: _____ (physical address)

Any notice to be sent to another **Party** may be sent by fax or delivered. In the event of delivery by hand or transmission by fax it shall be deemed to have been received by the addressee at noon on the second

21. INDEMNITY

The Mandatory indemnifies and holds **the Employer** harmless against any loss in respect of claims, proceedings (of civil and criminal nature), damages, costs and expenses, arising from:

21.1 A non-compliance by **the Mandatory** with any provision of common law, Act of Parliament, regulation and bylaw of any local authority arising out of or due to the execution of the contract work by **the Mandatory**.

21.2 Claims from other parties, whether against **the Employer** or **the Mandatory**, consequent upon death, bodily injury or illness of any person or damage to any property arising out of or due to the execution of the contract work.

- 21.3 Physical loss or damage to any plant, equipment or other property belonging to **the Mandatory**.

22. BREACH

If any **Party** commits a breach of the terms of **this Agreement** and fails to remedy such breach within ten (10) days after receipt by him of a written notice from the **Party** aggrieved by such breach requiring him to remedy such breach, then and in that event the aggrieved **Party** may, without prejudice to any other rights or remedies he may have in terms of **this Agreement**:

- 22.1 Cancel the **Agreement** and claim and recover such damages as he may have suffered as a result of such breach;
- 22.2 Claim specific performance of the terms of **this Agreement**; or
- 22.3 Keep **this Agreement** in force and claim and recover such damages as he may have suffered as a result of such breach.

The Employer reserves the right to terminate any **Mandatory's** appointment if **the Mandatory** fails to comply with the Occupational Health and Safety requirements.

23. GENERAL

- 23.1 **This Agreement** constitutes the whole and exclusive memorial of the **Agreement** between parties in respect of the subject matter hereof and no warranties, representations or other terms and conditions of whatsoever nature not expressly recorded herein, shall be of any force or effect.
- 23.2 No variation of the terms and conditions of **this Agreement** shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised agents.
- 23.3 If any clause or term of **this Agreement** should be invalid, unenforceable or illegal, then the remaining terms and provisions of **this Agreement** shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of **this Agreement**.
- 23.4 The parties declare that they have disclosed to each other all material and circumstances affecting the contents and purpose of **this Agreement**.
- 23.5 No indulgence, lenience or extension of time which either **Party** may grant or show to another **Party** shall in any way constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past, or which might arise in the future.

Thus done and signed at on.....

.....
for and on behalf of the Employer

WITNESSES:

1.
2.

.....
for and on behalf of the Mandatory

WITNESSES:

1.
2.



ANNEXURE AB

SPECIFICATIONS

MPS / 1004 / 58400 / 2020 / 01-R / V01

SPECIFICATIONS**VALUATION SERVICES FOR ANNUAL FINANCIAL STATEMENTS****1. General**

The **EMPLOYER** (Massel Property Services (Pty) Ltd) has been appointed by the South African National Roads Agency SOC Limited (SANRAL) (the **PRINCIPAL**), to render valuation services for annual financial statements under contract SANRAL 1005/58400/2020/01-R.

The **EMPLOYER** wishes to appoint the **SERVICE PROVIDER** to serve on a panel of Valuers to render valuation services on behalf of the **PRINCIPAL** for purposes of determination of property value for annual financial statements.

- Experience in valuation of Investment Properties;
- Experience in valuation of Income Producing Properties;
- Experience in Replacement Value of Properties;

2. Experience in valuation of Investment Properties

Investment property is property owned by the **PRINCIPAL** that is located outside of the jurisdiction layer of the national road reserve.

In the **PRINCIPAL's** accounts, all property parcels which fall outside the road reserve and meet the criteria for investment property, as well as leased assets which fall outside the road reserve, are investment properties, except those that are owner occupied, or have been identified by the Employer as candidate investment properties or properties held for sale (properties sold where transfer of ownership is expected within 12 months).

Twice a year, the **PRINCIPAL** undertakes a process to identify investment property to be inspected and valued by the **EMPLOYER**.

An investment property list generated by the **PRINCIPAL** on 1 October of each year shall trigger the commencement of valuations.

The **EMPLOYER** shall provide the **SERVICE PROVIDER** with a formal instruction which includes the compulsory submission dates and a link to access the list of Investment Properties to be inspected and valued, aerial images of the entire property, site plans of all components, etc.

For purposes of determining market value, the **SERVICE PROVIDER** shall apply any recognised valuation approach, depending on the circumstances, including but not limited to the following:

- a) Comparable Sales;
- b) Income Capitalisation (Direct Capitalization / Discounted Cash Flow);
- c) Depreciated Replacement Cost;
- d) Developer's Approach.

The valuation report shall include at least the following (an inspection form per component will be provided to the **SERVICE PROVIDER** and will cover most of the points below)

- a) Property description,
- b) Asset register number (RDS no),
- c) Registered extent,
- d) Valued extent,
- e) Physical features;
 - i) Shape,
 - ii) Topography,
 - iii) Flood lines,
 - iv) Improvements.
- f) Location;
 - i) Macro location,
 - ii) Micro location,
 - iii) Access,
 - iv) Surrounding land use.
- g) Engineering services status,
- h) Land use,
- i) Highest and best use,
- j) Market research;
 - i) Comparable sales,
 - ii) Comparable rentals,
 - iii) Operating expenditure,
 - iv) Vacancy rates,
- v) Capitalisation rates.
- k) Valuation calculations and conclusions.

Valuers are required to physically inspect the properties and take date stamped and georeferenced photographs.

The **SERVICE PROVIDER** shall submit to the **EMPLOYER** the:

- a) inspection form;
- b) calculation spreadsheet;
- c) sales spreadsheet;
- d) confirmation/proof that the capture sheet has been updated with the relevant values;
- e) date stamped and georeferenced photographs; etc.,

on or before the compulsory submission dates as set out in the formal instruction letter.

The **EMPLOYER** will perform quality management to ensure the correctness of the submission. Should there be queries on any of the submissions or amendments to be made by the **SERVICE PROVIDER**, the **SERVICE PROVIDER** shall do so in a timeous manner.

The **SERVICE PROVIDER** shall be paid the tendered rate (as per Annexure Z: Special Conditions of Contract) per Investment Property.

2. Experience in valuation of Income Producing Properties

Owner-Occupied properties include land and buildings located outside of the declared road reserve and are occupied by the **PRINCIPAL**. This includes toll plazas, offices, weighbridges, and traffic control centres that are owned by the **PRINCIPAL**.

These facilities must be valued annually following the correct valuation methodology or approach most suited to the property type and circumstances.

It must be noted that accounting standards require a separation of the market value of land from improvements.

The **EMPLOYER** shall provide the **SERVICE PROVIDER** with a formal instruction with the compulsory submission dates and a link to access the list of Owner-Occupied properties and a Google Earth shapefile.

For purposes of determining market value, the **SERVICE PROVIDER** shall apply any recognised valuation approach, depending on the circumstances, including but not limited to the following:

- a) Comparable Sales;
- b) Income Capitalisation (Direct Capitalization / Discounted Cash Flow);
- c) Depreciated Replacement Cost;
- d) Developer's Approach.

The **SERVICE PROVIDER** shall for each Owner-Occupied Property, individually submit a fully motivated valuation report that complies with the International Valuation Standards Committee (IVSC) and/or the Royal Institute of Chartered Surveyors (RICS) Redbook Standards.

Market valuation for land and buildings shall be reflected separately in the valuation certificate.

The **EMPLOYER** will perform quality management to ensure the correctness of the submission. Should there be queries on any of the submissions or amendments to be made by the **SERVICE PROVIDER**, the **SERVICE PROVIDER** shall do so in a timeous manner.

The **SERVICE PROVIDER** shall be paid the tendered rate (as per Annexure Z: Special Conditions of Contract) per property for each fully motivated valuation report of an Owner-Occupied property.

3. Experience with Replacement Value of Property

The provision of replacement values for the **PRINCIPAL's** Owner-Occupied buildings for insurance purposes.

The **SERVICE PROVIDER** will be required to provide replacement values for certain buildings listed as Owner-Occupied. The **EMPLOYER** will indicate to the **SERVICE PROVIDER** which assets need to be valued for replacement cost purposes.

The replacement values shall be included in the market valuation reports for Owner-Occupied properties.

The **SERVICE PROVIDER** shall be paid the tendered rate (as per Annexure Z: Special Conditions of Contract) for the replacement value/cost of each Owner-Occupied building that is insured by the **PRINCIPAL**.



ANNEXURE AC

TRAVEL AND SUBSISTENCE

MPS / 1004 / 58400 / 2020 / 01-R / V01

TRAVEL AND SUBSISTENCE

1.1 In all cases, reimbursable expenditure must be supported by copies of invoices or receipts of actual costs incurred and, where road travel is involved, by actual distances travelled, supported by GPS track logs, vehicle specifications (which can be obtained on the internet and a copy of the vehicle licence).

1.2 The following reimbursable expenditure may be claimed, subject to the provisions included herein;

1.2.1 Meals and Accommodation,

National Treasury has implemented cost saving measures which the Employer must apply in this contract. The Service Provider shall be advised from time to time what is allowed and what may be claimed.

1.2.2 Travelling by air,

In cases where travelling by air is the most economical means of transport, economy class air travel shall be reimbursed by the Employer. Copies of invoices of actual costs must be submitted with the Service Provider's invoices in all cases.

1.2.3 Rented vehicles,

In the event that rented vehicles are used, the most suitable and economic vehicle must be used and only kilometres travelled for the **EMPLOYER's** business purposes are claimable from the **EMPLOYER**. In general, a sedan or station wagon will be accepted without motivation, as long as the engine capacity does not exceed 1 800 cm³.

1.2.4 Travel by private or company cars.

National Treasury has implemented cost saving measures which the Employer must apply in this contract. The Service Provider shall be advised from time to time what is allowed and what may be claimed.

1.2.5 Other costs incurred (toll fees)

1.3 In respect of the use of private and company vehicles claimed, detailed weekday log sheets must be maintained for each vehicle for which costs are claimed from the Employer. Details must include vehicle details sufficient to identify the business kilometres travelled, and the destinations travelled to. The claim of the Service Provider must be the total claimed at ruling Treasury rates for all company and private vehicles used for the work of the Employer.