

MORETELE LOCAL MUNICIPALITY



COMPILATION OF MORETELE LOCAL MUNICIPALITY'S GENERAL VALUATION ROLL TENDER DOCUMENT: MLM/BTO/COMVR/2024-2029

COMPILATION OF A NEW VALUATION ROLL IN TERMS OF THE PROVISION OF THE LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] AS AMENDED FOR IMPLEMENTATION AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATEABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE MORETELE LOCAL MUNICIPALITY FOR THE PERIOD 60 MONTHS.

Closing Date: 29 March 2023 at 12H00.

Name of Bidder : _____

Address of Bidder : _____

Contacts : _____

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RETURNABLES

All bid documents must include the following documents:

- Valid original SARS Tax clearance certificate and a PIN issued by SARS
- Company profile
- Certified Identity Document of Director(s)
- Authority of Signature
- Key personnel Curriculum Vitae and certified copies of qualification attached
- Company registration documents (CK)
- Certified Copy or Original B-BBEE Status Level Validation Certificate
- Proof of Professional Body Registration(s)
- Municipal rates and taxes not older than three months/Letter of good standing/Lease agreement for both the Company and Director(s) addresses
- Proof of Bidders banker
- Terms of Reference (methodology) and Project Plan
- Data protection and recovery policy
- Bank rating confirmation letter
- Bidder's Audited Financial statement
- Company Experience on similar Projects Undertaken
- Central Supplier Database Registration Summary Report not older than 1 month
- Form of Offer

[KINDLY INSERT ATTACHMENT TO RELEVANT PAGE NUMBERS AND /OR ANNEXURES /SCHEDULES](#)

NOTICE INVITATION OF TENDERS

**COMPILATION OF MORETELE LOCAL MUNICIPALITY'S GENERAL VALUATION ROLL:
01 JULY 2024 TO 30 JUNE 2029 FINANCIAL YEARS**

TENDER NO. MLM/BTO/COMVR/2024-2029

TENDERS ARE HEREBY INVITED FROM EXPERIENCED AND SUITABLE QUALIFIED VALUERS FOR THE COMPILATION OF A NEW VALUATION ROLL IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] AS AMENDED FOR IMPLEMENTATION AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATIONS IN RESPECT OF ALL RATEABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF MORETELE LOCAL MUNICIPALITY FOR THE PERIOD OF 60 MONTHS.

IT IS IMPORTANT THAT ONLY TENDERER(S) WITH THE NECESSARY EXPERIENCE, QUALIFICATIONS AND TECHNICAL ABILITY TO CARRY OUT THE REQUIREMENTS OF THIS TENDER, SUBMIT TENDERS IN REGARD HERETO.

The above-mentioned Valuation Roll must be compiled by the successful Tenderer in pursuance with the conditions and stipulations as contained in the Tender Document as well as the provisions of the Local Government Municipal Property Rates Act, 2004 [Act No. 6 of 2004] as amended.

With reference to the minimum requirements for the electronic capture, enquiries and processing of data, please liaise with Ms. Linda Kgatlhe at tel. no 012-716 1382 not later than 29 March 2023. All interested Tenderers will be briefed jointly in this regard on 06 March 2023, 10:00, in the Moretele Local Municipal Offices, 4065 B, Mathibestad, North West at 10H00.

Tender documents may be obtained as from 06 March 2023 at the office of the Moretele Local Municipality, 4065B Mathibestad North-West, and tel. No's 012 – 716 1382 upon payment of a non-refundable tender deposit of R 500.00 per document.

To ensure that your tender is not exposed to invalidation, the Tender Document and all relevant documentation are to be completed in accordance with the conditions and tender rules as contained in the tender document.

Tenders and supporting documents must be sealed and externally endorsed with; TENDER NO. MLM/BTO/COMVR/2024-2029 "COMPILATION OF MORETELE LOCAL MUNICIPALITY'S GENERAL VALUATION ROLL: 01 July 2024 - 30 June 2029 "including the closing date (29 March 2023), as well as the name and address of the Tenderer, to the Municipality not later than 12H00 and must be placed in the Tender Box provided for this purpose at the office of the Moretele Local Municipal Offices, 4065 B Mathibestad, North West.

The tenders received, will immediately thereafter, be opened in public at the office of the Moretele Local Municipal Offices, 4065 B Mathibestad, North West.

This tender is valid for a period of 90 days, calculated from closing date 29 March 2023.

The scoring point system in terms of the Preferential Procurement Policy Framework Act, 2022 (Act No. 5 of 2022), will be applicable during the adjudication of tenders.

The value of this bid is estimated to be above R1 000 000 and therefore the 80/20 point system shall be applicable.

The lowest or any tender will not necessarily be accepted and the municipality reserves the right to accept a tender as a whole or in part. Tenders not suitably endorsed or comprehensively completed, will not be considered.

Tenders which are not placed in the Tender Box before 12H00 on the closing date will be marked as late tenders and such tenders shall not be considered as valid tenders.

TELEFAX OR E-MAIL TENDERS ARE NOT ACCEPTABLE.

OFFICES

Moretele Local Municipality
4065B Mathibestad
Private Bag X 367
Makapanstad
0404

MUNICIPAL MANAGER
MR.S. NGWENYA

GENERAL CONDITIONS OF TENDER

ANNEXURE A

FORMAT OF TENDER AND DECLARATION

TENDER NO. MLM/BTO/COMVR/2024-2029

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION OF A NEW VALUATION ROLL IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] AS AMENDED FOR IMPLEMENTATION AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATEABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF MORETELE LOCAL MUNICIPALITY FOR THE PERIOD OF 60 MONTHS.

DECLARATION

To: The Municipal Manager
Moretele Local Municipality
Private Bag X367
Makapanstad
0404

Sir,

I/We, the undersigned:

- a) Tender to supply and deliver to the Moretele Local Municipality all of the services described both in this forms, **annexures/schedules** to this tender.
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the **annexures/schedules** attached to this tender document, regarding delivery and execution.
- c) Further agree to be bound by the conditions, set out in **annexures A, B, C and D**, attached hereto, should this tender be accepted.
- d) Confirm that this tender will only be accepted by the Moretele Local Municipality by way of a duly authorised Letter of Acceptance.
- e) Declare that we are fully acquainted with the **annexures/schedules** and the contents thereof and that we have signed the **annexures/schedules**, attached hereto.

f) Declare that, each page of the tender document and amendments thereto, will be initialed by the relevant authorised person in order for the document to constitute a proper contract between the Moretele Local Municipality and the undersigned, on acceptance of the tender by the Moretele Local Municipality.

Signed at on this day of 20...

Signature of Tenderer:

Name of Tender:

Domicilium address:

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

As witnesses:

1. Signature Name in full.....
I.D. No.....
2. Signature Name in full.....
I.D. No.....

Where the Tenderer is a Company, Closed Corporation or Firm, a duly authorised resolution must accompany the tender.

PLEASE NOTE:

- Each page of the **tender document** and **annexures/schedules** thereto, must be initialed by the relevant authorised person in order for the document to constitute a proper contract between the municipality and the tenderer.
- On acceptance of the tender by the municipality, the **annexures/schedules** attached hereto shall be deemed to be the conditions of the contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.
- Any alterations to the tender document must be signed in full by the authorised signatory.
- Completion of the tender document in erasable ink will not be accepted.

- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.

On acceptance of the tender by the municipality, the annexures and schedules attached hereto, shall be deemed to be conditions of this contract between the parties

DETAILS OF TENDERER

| | | |
|---|----------------------------|--|
| 1 | FULL NAMES | |
| 2 | REGISTRATION NO. OR I.D NO | |
| 3 | POSTAL ADDRESS | |
| 4 | TELEPHONE NO. | |
| 5 | FAX NO. | |
| 6 | E-MAIL ADDRESS | |
| 7 | CONTACT PERSON | |
| 8 | CELL NO. OF CONTACT PERSON | |
| 9 | PHYSICAL ADDRESS | |

BANK ACCOUNT DETAILS OF TENDERER

BANK :

BRANCH :

BRANCH CODE :

ACCOUNT NO :

TYPE OF ACCOUNT :

ANNEXURE B

GENERAL UNDERTAKINGS BY THE TENDERER

DEFINITIONS:

| | |
|-------------------------------------|--|
| <i>“Act”</i> | means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) as amended [MPRA] and any Regulations made in terms of section 83 thereof; |
| <i>“Assistant Municipal Valuer”</i> | means a valuer as defined in terms of section 39 (2) of the Act; |
| <i>“BBBEE”</i> | The Broad-Based Black Economic Empowerment Act (53/2003): Codes of Good Practice on Black Economic Empowerment as gazetted on 9 February 2007 in the government gazette 29617 |
| <i>Closing Date”</i> | shall be 12:00 hours on the 29 day of March 2023 ; |
| <i>“Commencement Date”</i> | shall mean the first day following the signature date; |
| <i>“Data and Information”</i> | includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfillment of this tender; |
| <i>“Date of Valuation”</i> | shall mean the date of Valuation as determined by the Municipalities in terms of the MPRA Commencement date. |
| <i>“Date of Draft Submission”:</i> | shall mean the date upon which the municipality if so required, requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of the rates policy and tariffs; Date for submitting of soft and hardware for the 2024-2029 Valuation Roll: 30 November 2023 |
| <i>“Date of Final Submission”</i> | shall mean the date upon which the certified valuations roll has to be handed to the municipality by the Tenderer. Date for Final Submission of the Certified Valuation roll to the Municipal Manager determined as 29 January 2024 |
| <i>“Data Ownership”</i> | all data obtained, collected and/or utilized in the compilation and maintenance of the valuation roll and supplementary valuation rolls belongs to the municipality; |

| | |
|------------------------------------|--|
| <i>“Data Transfer”</i> | all data utilized and/or collected by tenderer including that of the data captures will be transferred by the Tenderer to the municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognized and agreed upon electronic format; |
| <i>Final Delivery Certificate”</i> | means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation roll have been rendered in compliance with the Act, together with all other terms and conditions of this tender; |
| <i>“Good Standing”</i> | means that the Tenderer and/or nominated person shall not be in any way lawfully indebted to the municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Tenderer and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise; |
| <i>“Letter of Acceptance”</i> | means the written communication by the municipality to the Tenderer recording the acceptance by the municipality of the Tenderer(s) tender subject to any further terms and conditions to be included in the tender by agreement between the Tenderer and the Municipality; |
| <i>“Municipality”</i> | shall mean, the Moretele Local Municipality; |
| <i>“Municipal Valuer”</i> | means a valuer as defined in terms of section 39 (1) of the Act; |
| <i>“Nominated Person”</i> | means a Valuer nominated by the Tenderer who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act; |
| <i>“Property Master File”</i> | shall be defined as Property Master File containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation . Tenderer will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the property master file, may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner’s interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated. |

Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the Property master file. Tenderer shall thereafter administer the township owner’s interest account on an ongoing basis as and when entries comprising that

township are registered. Unregistered subdivisions will be handled in the same manner as township owner's interest accounts.

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

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

(Example: Erf 14 & 15 Dunswart consolidated into Erf 300. Under erven 14 + 15 it will be indicated as unregistered with a cross reference to stand 300. Under erf 300 it will be cross-referenced to indicate consolidation of erven 14 & 15. Holding 16 Ravenswood Agricultural Holdings excised into Portion 315 of the Farm Klipfontein 83 I.R. Under Holding 16 it will be referred to as unregistered and under Portion 315 it will cross-refer as "previously Holding 16 Ravenswood Agricultural Holding";)

"Section"

means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) as amended [MPRA] and any regulations made in terms of Section 83;

"Signature Date"

means the date of the signed letter of acceptance;

“Specialized Properties”

Specialized Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and may include the following:

- Regional Shopping Centers
- Hotels
- Conference Centers
- Quarries
- Mines
- Grain depots
- Private Hospitals
- Provincial and/or State buildings such as Civic Centers, Prisons, etc.
- Airports, Harbours and Stations
- Steel Manufacturers e.g. Iscor
- Cement Factory

Tenderer shall be required to assist the municipality to compile a register of Specialised Properties that will enable the municipality to easily refer at any time to such properties.

The register will reflect the property description and method of valuation applied. Where generally recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties.

“Substitute Nominated Person” means the person nominated to substitute the Municipal Valuer;

“Tender”

shall include: the format of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Tenderer as the basis of services to be rendered and any further agreement entered into by the Tenderer in terms of the Municipality’s General Conditions of Contract and all other schedules thereto;

“Tenderer(s)”

means the Tenderer whose tender has been duly accepted by the Municipality;

“Validity Period”

shall be **90** days from the closing date of this tender

INTERPRETATION:

- In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;
- An expression, which denotes:
 - Any gender includes the other genders;
 - A natural person, includes a juristic person and vice versa;
 - The singular, includes the plural and vice versa;
- Any reference to any statute, regulation or other legislation or official municipal or national policy, shall be a reference to that statute, regulation, or other legislation, or official municipal or national policy as at the date of signature and as amended or re-enacted from time to time;
- When any number of days is prescribed, **such days** shall be reckoned **exclusively of the first and inclusively of the last day**, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/We hereby tender,

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

I/We agree further that:

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

Notwithstanding anything to the contrary in the **annexures/schedules** attached hereto:

- if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon

to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

- in such event I/we will then pay to the Municipality any additional expense incurred by the Municipality for having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender;
- the Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract, or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract;
- pending the ascertainment of the amount of such additional expenditure, the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

If my/our tender is accepted, that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

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

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

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

Without prejudice to the Rights of the Municipality, at its option to institute proceedings in any other court having jurisdiction, the Municipality and the Tenderer consent in terms of section 45 of the Magistrates Courts Act, Act 32 of 1944, to the Municipality taking legal action for the enforcement of any rights under or arising from this contract in a Magistrates Court, which has jurisdiction in respect of the Tenderer in terms of section 28(1) of the Magistrate Courts Act, 1944.

Signed at on this day of 2023

Signature of Tenderer :.....

Name of Tender :.....

Domicilium address:

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

As witnesses:

1. Signature Name in full

I.D. No.....

2. Signature Name in full

I.D. No.....

ANNEXURE C

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 Municipality or an organization acting on behalf of the Municipality.
- 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped 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

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

- 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

- 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).
- 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.
- 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 D

SPECIFIC CONDITIONS OF CONTRACT

TENDER NO. MLM/BTO/COMVR/2024-2029

SCOPE

The Municipality invites tenders from capable and experienced Professional Associated Valuers registered in terms of Section 20 of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000) for the compilation of new valuation rolls in compliance with the Local Government: Municipal Property Rates Act, 2004 [Act no. 6 of 2004] as well as in accordance with the Legal Status of every property, by virtue of the Municipality's approved integrated Geographic Information System (**GIS**) and Land Use Management System (**LUMS**) for implementation on 1 July 2024 and the maintenance of such valuation roll by supplementary valuation in respect of all ratable property situated within the area of jurisdiction of the Moretele Local Municipality for the period 1 July 2024 to 30 June 2029.

1. INTRODUCTION

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

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

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

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

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

Tenderer shall further ensure that notwithstanding the source of any data obtained or supplied to Tenderer, such data is accurate and correct to enable accurate valuations to be compiled. Any further data or information required to fulfilling the requirements of the MPRA and the specific requirements of the municipality shall be for the sole account and responsibility of the Tenderer.

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

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

The Tenderer must nominate the person to be designated as the Municipal Valuer by completing **Schedule 1A and 1B**.

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

In such cases, **Schedule 2A and 2B** must be completed.

The Municipality reserves the right to:-

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

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

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

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

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

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

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

3. SERVICES REQUIRED

The Tenderer will be required to undertake valuations of all ratable property situated within the areas of jurisdiction of Moretele Local Municipality for the period of 60 months from date of appointment, to be assessed at the date of General Valuation **1 November 2023** as stipulated in this tender document, for the purpose of the compilation of the General Valuation Roll, which is to be effective as from **1 July 2024**.

The tenderer will also be required to maintain the valuation roll for the period 1 July 2024 to 30 June 2029 by performing supplementary valuations as and when required by the municipality.

In addition to compiling the said valuation roll,

Tenderer's nominated person/s will **if necessary**, be required to assist the municipality in:

- The Community Participation and Public Awareness relating to the valuation and objection process for the municipality.
- Attending to valuation enquiries on behalf of the municipality.

Tenderer's nominated person/s will be required to undertake the following functions and/or services in terms of the LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT and to comply with the provision of the Act:

- 3.1 Valuation of all properties in the municipality in terms of section 30 (2),
- 3.2 Prepare valuation roll of all properties in the municipality determined in terms of section 30(3),
- 3.3 Valuation of different categories of properties in terms of Section 8(2),
- 3.4 Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by the Municipality,
- 3.5 Valuation of Public Service Infrastructure,
- 3.6 Valuation of agricultural properties,
- 3.7 Section 30(2) – Compile valuations in terms of Section 7(1) where applicable,
- 3.8 Section 31 – Compile the valuation roll as at date of valuation,
- 3.9 Section 15 – Exemptions, reductions or rebates and the review thereof, if required by the municipality
- 3.10 Section 34 – Functions of Municipal Valuer,
- 3.11 Section 36 – Data Collectors. Assume responsibility for the performance,
- 3.12 Section 39 – Qualifications of Municipal Valuer,
- 3.13 Section 40 – Prescribed Delegations,
- 3.14 Section 41 – Inspection of property within defined days and times,
- 3.15 Section 42 – Obtain Access to Information as and when required,
- 3.16 Section 43 – Conduct of valuers,

- 3.17 Section 44 – Protection of Information,
 - 3.18 Section 45 – Valuation methodology and Section 13 hereof,
 - 3.19 Section 46 – General basis of valuation,
 - 3.20 Section 47 – Sectional Title Schemes,
 - 3.21 Section 48 – Content of valuation roll, including any additional information that the municipality may require in terms of this tender,
 - 3.22 Comply with Section 51. Processing of objections, if so required by the municipality,
 - 3.23 Comply with Section 52(1)(3) – Compulsory review
 - 3.24 Comply with Section 53. Notification of outcome of objections and furnishing of reasons,
 - 3.25 Comply with Section 69. Adjustment of the valuation roll in terms of the outcome of the Decision of the Valuation Appeal Board.
 - 3.26 Comply with Section 78. Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if and when so required by the municipality.
 - 3.27 Comply with Section 81 & 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data on valuations for purposes of internal monitoring by the municipality, as well as monitoring by the MEC for Local Government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.
- 3.28 All Tenderer(s) are hereby advised that in the event that the tender is accepted by the municipality, all conditions and stipulations set out in this tender and in all **annexures/ schedules** hereto, will be the contract between the Tenderer and the municipality.
- 3.29 Tenderer(s) are required to acquaint themselves and to comply in their tender with the Procurement Policy of the Municipality.

3.30 ADJUDICATION OF TENDERS

- 3.30.1 The Tenderer's attention is drawn to the fact that the adjudication of tenders will be based on a point system as indicated in **annexures D and E**
- 3.30.2 Tenderers are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completion and submitting any tenders as these policies are deemed to be incorporated into the conditions of all the Municipality's invitations for Tenders.
- 3.30.4 Failure on the part of the Tenderer to sign this tender document for and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the tender.
- 3.30.5 If any of the conditions of this tender document are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.

3.30.6 Tender prices [fees] must be completed in terms of **schedule 3** of the tender document, which must be filled in and completed in all aspects.

3.30.7 Tenders must be submitted in sealed envelopes.

Each tender document must be deposited in the tender box as indicated in the prescribed advertisement MLM/BTO/COMVR/2024-2029 and no tender document found to be deposited subsequent to the closing date and time of the tender, will not be considered.

Posted, e-mailed or facsimile tender documents will not be considered.

3.30.8 The tender number and closing date must appear on the front of the sealed envelope in which the tender is submitted.

3.30.9 All Tenderer(s) are advised that it is an express condition of this tender that all Tenderer(s) and nominated person(s) will be required to show, as part of their tender, that they are in good standing with the Receiver of Revenue. **[Schedule 9 refers]**

The Tenderer and nominated person(s) (including its trustees, members or directors as the case must be) are in good standing in respect of any levy, rates, fine, service charge or the like due to the Municipality.

3.30.10 In the event of the Tenderer and/or nominated person, not being in good standing and that the Tenderer and/or nominated person is indebted to the municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the Tenderer, the Tenderer hereby consents to the municipality deducting from the amount of the tender awarded, such amounts as may be lawfully owed to the municipality.

3.30.11 The Municipality shall not be obliged to accept the lowest or any tender. **Tenders will be fully evaluated in terms of their experience, Human Resources capacity, GIS capacity, IT resources, data protection and recovery policy and the valuation system utilized by them.** In this regard Tenderer(s) will have to obtain a minimum rating of **60%** before the tender is considered by the tender committee of the municipality. While price is a consideration, it will not form part of the initial evaluation/qualifying process.

**TENDERERS EVALUATION
FUNCTIONALITY OF TENDERER**

THE FOLLOWING CRITERIA WILL BE USED TO EVALUATE FUNCTIONALITY

| Evaluation criteria | Evaluation area | | Weighting | Points allocated |
|--|--|----|------------------|-------------------------|
| Expertise of key personnel: Professional Valuer | Registration with SACPVP | 5 | 5 | |
| | Expertise of qualified Professional Valuer : Council Accredited qualification >10 years MPRA expertise | 25 | 25 | |
| | Expertise of qualified Professional Valuer : Council Accredited qualification >6 – 9 years MPRA expertise | 20 | | |
| | Expertise of qualified Professional Valuer : Council Accredited qualification >0 - 5 years MPRA expertise | 15 | | |
| Expertise of key personnel: Professional Associate Valuer | Expertise of qualified Professional Associate Valuer : Council Accredited qualification >10 years MPRA expertise | 15 | 15 | |
| | Expertise of qualified Professional Associate Valuer : Council Accredited qualification >6 – 9 years MPRA expertise | 10 | | |
| | Expertise of qualified Professional Associate Valuer : Council Accredited qualification >0 - 5 years MPRA expertise | 5 | | |
| Financial standing: bank rating | A-B | 5 | 5 | |
| | C | 4 | | |
| | D | 3 | | |
| | E-F | 2 | | |
| Financial standing: Resources | GIS system, Valuation system & IT resources | 5 | 5 | |
| Company experience: Municipal valuation rolls with more than 20 000 properties. | Completion of 5 and more Municipal valuation rolls with more than 20 000 properties as per the MPRA | 25 | 25 | |
| | Completion of 3 - 4 Municipal valuation rolls with more than 20 000 properties as per the MPRA | 20 | | |
| | Completion of 1 - 2 Municipal valuation rolls with more than 20 000 properties as per the MPRA | 15 | | |

| | | | | |
|---|------------------------------|----|------------|--|
| Company experience: years of MPRA experience | 0 – 5 years MPRA experience | 10 | 20 | |
| | 6 – 10 years MPRA experience | 15 | | |
| | >10 years MPRA experience | 20 | | |
| Total | | | 100 | |

For the tenderer(s) to be considered for the next phase of evaluation, they must achieve **a minimum rating of 60%** for functionality.

NOTE:

- a) Reference letters from the municipalities where services were rendered in terms of MPRA.
- b) Council accredited qualification – means qualifications accredited by the SACPVP, in each of the Valuer categories.
- c) CVs and proof of qualifications must be submitted as part of the Bid to claim points.

For purposes of this Project, the Municipality requires the appointment of a Municipal Valuer and Assistant Municipal Valuers. In terms of Section 39(1)(a) only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

The Bidder must nominate the person to be designated as the Municipal Valuer. In terms of Section 39(2)(a) where the municipality requires the appointment of Assistant Municipal Valuers only, such Assistant Municipal Valuers must be nominated by the Bidder.

It is important that only Tenderer(s) with the necessary experience, qualifications and technical ability to carry out the requirements of this tender, submit tenders in regard hereto. The municipality will consider all prices and submissions made by the Tenderer(s). Should the Municipality during its consideration of the tenders require that a specific price and/or submission be reconsidered it reserves the right to do so, subject to the Municipality requesting all Tenderer(s) to submit such a request or revision of the Tender Proposal.

- 3.30.12 The Tenderer undertakes to familiarize himself and make other members, officials, employees and agents, aware of the appropriate Regulations and By Laws of the Municipality that might be applicable on the Tenderer(s) activities in terms hereof.
- 3.30.13 Neither the Municipality nor any official in the Municipality will be held responsible for loss of a potential opportunity to tender due to the failure of the Tenderer complying with any of the requirements of this tender.
- 3.30.14 The covering letter or other matter submitted with the official tender document, may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.
- 3.30.15 All data supplied by the municipality, will be received by the Tenderer at his risk. It will be the responsibility of the Tenderer to check and verify the accuracy of data supplied by the municipality. The municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.

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

DETAILS OF OFFERS MADE

- 3.30.16 Although the tender document shall constitute the tender, it must be accompanied by a covering letter fully detailing all offers made.
- 3.30.17 The Tenderer undertakes to provide in all own hardware and software computer needs, as well as own stationary and transport needs. [Office space will be provided by the municipality for any preparation work, keeping of documentation and consultation with the Objectors]
- 3.30.18 The municipality will be responsible for all secretarial functions and costs related to the arrangements of the hearings of the Valuation Appeal Board.
- 3.30.19 This document, the **annexures/schedules** thereto, shall constitute the sole and entire agreement between the Tenderer and the Municipality, and it is hereby acknowledge that:
- i No other representation, warranty, or undertaking were given, either verbally or in writing;
 - ii. No agreement that deviates from the terms and conditions of this agreement, that pretends to amendment, alter, add, change, vary, renew or cancel it will be of *effect* unless it is in writing and signed by both parties hereto;
 - iii. Both parties choose their respective Domicilium Citandi et Executandi for the service of all notices and legal processes;
- 3.30.20 Any relaxation or indulgence by the Municipality will not in any way prejudice the rights of the municipality in terms of this agreement and shall not be construed as waiver by the municipality of any of their rights in terms of this agreement.
- 3.30.21 The municipality reserves the right to negotiate additional conditions with the tenderer.

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

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

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

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

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

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

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

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

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

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

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

5. CONFIDENTIALITY

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

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

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

6.1 PENALTIES, DEFAULTS AND RETENTION

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

In the event of the Tenderer not conforming to the standards required by the municipality as contained in the tender document, the Tenderer shall be given 30 days written notice to

remedy such default failing such, the municipality will be allowed to cancel this appointment without further notice.

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

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

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

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

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

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

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

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

6.2 PENALTIES [PARAGRAPH 18 OF ANNEXURE D REFERS]

1. Delay in complying with stage 1 of the tender, R 1 000 per day until completion.
2. Delay in complying with stage 2 of the tender, R 1 000 per day until completion.
3. Delay in complying with stage 3 of the tender, R 1 000 per day until completion.
4. Delay in complying with stage 4 of the tender, R 1 000 per day until completion.
5. Delay in complying with stage 5 of the tender, R 1 000 per day until completion.
6. Delay in complying with stage 6 of the tender, R 1 000 per day until completion.
7. Delay in complying with stage 7 of the tender, R 1 000 per day until completion.
8. Delay in complying with stage 8 of the tender, R 1 000 per day until completion.
9. Delay in complying with stage 9 of the tender, R 1 000 per day until completion.
10. Delay in complying with stage 10 of the tender, R 1 000 per day until completion.
11. Delay in complying with stage 11 of the tender, R 1 000 per day until completion.
12. Delay in complying with stage 12 of the tender, R 1 000 per day until completion.

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

6.3 RETENTION

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

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

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

7. INSURANCE

Tenderer shall submit proof in terms of **Schedule 8** hereof, relating to Professional Indemnity Insurance in respect of the nominated person/s to a minimum value of R 2 million and Public Liability Insurance held by Tenderer, for a minimum value of R 1 million.

8. VALUATION SUMMARY

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

Attached as **Schedule 14** is an analysis, of the approximate number of ratable properties to be valued in the municipality:

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

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

Tenderer shall provide the municipality with documented proof of the total number of entries contained in the **property master file** and the municipality reserve the right to check, audit and verify such entries.

9. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on an annual basis or as requested by the municipality for the following periods:

- 1 July 2024 to 30 June 2025
- 1 July 2025 to 30 June 2026
- 1 July 2026 to 30 June 2027
- 1 July 2027 to 30 June 2028
- 1 July 2028 to 30 June 2029

Tenderer will be required to submit certified supplementary valuation rolls as soon as it has been completed to the municipality.

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

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

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

This will entail the following:

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

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

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

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

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

10. OBJECTIONS

Tenderer must comply with the provisions of sections 51, 52 & 53 of the MPRA. The cost of complying with the objection process is reflected in **SCHEDULE 3**.

11. APPEALS

The Tenderer must attend all hearings of the Valuation Appeal Board for the municipality. The cost for attending the hearings will be reflected in **SCHEDULE 3**.

12. DATA COLLECTION AND DATA COLLECTION SYSTEMS

- Tenderer will be fully responsible to obtain all data necessary by the Tenderer to compile the Valuation Roll and Supplementary Valuation Rolls for the municipality.
- The data collected by the Tenderer, must be capable of being checked, audited, verified and monitored.
- The municipality will establish or have to establish whether the standard of data collection, is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognized South African bodies relating to the valuation profession.
- If the finding of the municipality and/or the said described bodies, indicate that the standard of data collection is not in accordance with the above standards, the municipality will give the Tenderer 30 days written notice setting out their findings and request the Tenderer to rectify such default, failing which, the Municipality shall be entitled to cancel this tender without further notice.
- The Tenderer will be given the opportunity to explain to the municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by the Tenderer.

- The collection of data on behalf of the municipality is critical in the determination of true and accurate municipal valuations. **All data collected by the tenderer in no matter what format, will remain the property of the municipality.**
- Where tenderer has made use of aerial photography and or satellite imagery utilizes at his discretion and/or supplied by him either voluntarily or on behalf of the municipality, such aerial photographs and/or satellite imagery, will become the data of the municipality and the tenderer shall have no lien thereon.

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

In all cases, the following data will be recorded:

Legal description of the property [Deeds Office Data]
 Extent of property
 Date of purchase (where available)
 Purchase price (where available)
 Multiple use (if applicable)
 Name of owner (including part owners)
 Street address (where available)
 Zoning and use

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

12.1 RESIDENTIAL ERVEN AND BUILDINGS

Age
 Adverse features i.e. next to informal settlement, busy road, etc.
 Condition and rating
 Number of storeys
 Quality
 Size of dwelling/s, outbuildings and other structures on the property
 Special features i.e. swimming pool, walling
 Topography/slope
 View

12.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

Age
 Adverse features
 Condition of section
 Condition of scheme
 Developable Land reserved for future extension to scheme
 Erf no (cross referred)

Exclusive use area
Floor level
Name of scheme
No of storeys in the scheme
Participation quota
Positive features
Registration no of scheme
Unit and flat no
Unit type i.e. simplex, duplex, etc
View

12.3 INCOME PRODUCING PROPERTIES

Condition rating
Description of units i.e. 12 x 1 bedroom flats, 6 x ground floor shops
Expense ratio to gross income
Gross building area
Rentable or usable area
Other income factors e.g. car bays
Quality of building rating
Rentals actual and/or estimates provided by agents, tenants, landlords etc
Sales capitalization rates and other information obtained from agents, brokers, purchasers etc.
Surplus developable land
Turnover contribution if available

12.4 SPECIALISED PROPERTIES

Data relating to specific type of property e.g. number of beds in hospital, number of rooms, bungalows etc.
Schedule reflecting description and use of buildings.
Size of all buildings

12.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

Analysis of land use e.g. Irrigation, dry land, grazing, condition of grazing, homestead land etc
Description of all buildings including use, condition and functionality,.
Investigation: land claims, land tenure, squatters etc.
Schedule of estimated building sizes
Postal addresses of owner of the unit/property

12.6 URBAN VACANT LAND

Adverse features
Positive features
Soil conditions
Services
Topography/slope
View

12.7 MINING LAND

All data relating to the freehold, including inter alia offices, hostels, dwellings etc. Buildings must be measured and fully described.

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

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

12.8 REGISTERED LEASES

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

12.9 PUBLIC INFRASTRUCTURE

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

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

12.10 GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPTIONS

The municipality will specify in **schedule 15 A** which data they will make available to Tenderer and what data they require the Tenderer to obtain at his/her cost.

13.3 SUPPLEMENTARY VALUATION ROLL

The municipality will specify in **schedule 16 A** which of the data they will make available to the Tenderer and what data they require the Tenderer to obtain at his cost.

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

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

14. PRINTING AND BINDING OF ROLL

The Tenderer shall be responsible for providing **5 hard copies** of the valuation roll to the municipality, **one of which will be certified by him/her**. The valuation roll shall be printed in A3 format, [single page] and shall be appropriately indexed.

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

Costs for additional copies of the valuation rolls and/or supplementary valuation rolls will be as indicated in **Schedule 3** hereof.

FORMAT OF THE VALUATION ROLL AND THE SUPPLEMENTARY VALUATION ROLLS

15. VALUATION SYSTEM

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

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

15.2 **The valuation system must be compatible with the billing system of the Municipality**

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

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

15.5 In the case of property data

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

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

Current and previous owners

Date of sale and transfer

Sales price

Title Deed numbers

Servitudes

Caveats

Type of sale i.e. vacant or improved

15.6 In the case of Valuations

All current and future valuations

All changes to valuations to be historically reflected

Ability to produce monthly supplementary rolls for auditing and checking purposes

15.7 Objections

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

Name of objector,

Name of owner,

Objection number,

Entry required by objector,

Decision of Valuer,

Reasons of Valuer,

Decision of Valuation Appeal Board,

Existing valuations and valuations reflected in the valuation rolls,

Adjustments made by the Valuation Appeal Board,

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

15.8 Other

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

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

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

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

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

The valuation system must be able to download data directly from the deeds offices, as well as recording and linking properties from various databases with the property key number of the Surveyor General.

16.1 DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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

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

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

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

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

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

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

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

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

16.2 DATA TRANSFER

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

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

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

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

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

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

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

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

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

16.3 GENERAL

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

17. KEY TASK FUNCTIONS

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

| STAGE | DESCRIPTION | DEADLINE DATE | Guideline periods |
|-------|--|------------------------------|-------------------|
| 1 | Initial data collection: download deeds information; valuation rolls; establishment of master files; compare the newly created property master files and the existing municipal valuation records of the municipality. | Start – December 2023 | 3 months |
| 2 | Valuers must start to collect new data for valuations: including inspections; data capture; sales; measurements; rentals; expense ratios etc. | March 2024 | 5 months |
| 3 | Compiling valuation: internal monitoring of valuations including accuracy of data; review of sales and valuations between date of commencement and date of valuation; correction of roll. | Start - Sept 2023 | 4 months |
| 4 | Submit draft valuation roll to the municipality. | 30 November 2023 | |
| 5 | Correcting of the Draft valuation roll where applicable after inspection and inputs made by the municipality | January 2024 | 1 month |
| 6 | Submit certified valuation roll to the Municipal Manager | 29 January 2024 | |
| 7 | Objections process as per MPRA | 31 March 2024 | 38 days |
| 8 | Processing and review of objections | 15 April 2024 To 31 May 2024 | 45 days |
| 9 | Lodging of Appeals on outcome of objections | | 3 Months |
| 10 | Hearings: Attend Valuation Appeal Board hearings | – | 3 months |
| 11 | Attending to all valuation enquiries | | On going |
| 12 | Submission of all data and copies thereof to the Municipality. | 31 December 2023 | |

GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

Failure to meet the deadlines in regard to the submission of draft and certified valuation roll will result in delays in the finalisation of the annual Rates Policy by the municipality, which will ultimately affect the determination of the Assessment Rates Structure of the municipality.

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

Payments will be effected on a pro-rata basis, payable either at the end of a stage or in progressive performance related payments during a stage.

18. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- . Copy of current valuation roll
- . All supplementary valuation rolls
- . Cadastral information
- . Aerial photographs

Bulk Deeds download.

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

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

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

Order aerial photographs if not supplied by municipality.

Stage 2: DATA COLLECTION:

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

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

Stage 3: VALUATION COMPILATION and INTERNAL MONITORING:

Analysis of all data and compiling of draft valuations.

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

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

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

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

Stage 4: SUBMISSION OF DRAFT ROLL:

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

Stage 5: CORRECTIONS TO DRAFT ROLL:

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

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

Stage 6: SUBMISSION OF CERTIFIED VALUATION ROLL

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

Stage 7: OBJECTION PROCESS:

Property owners and other interested persons are allowed to inspect the roll and to lodge objections against matters reflected or omitted from the roll in terms of section 50(1). Objections will be received by the municipality during the objection period as determined in the public notice by the municipal manager in terms of section 49 of the MPRA.

Stage 8: PROCESSING AND REVIEW OF OBJECTIONS

Receive objections in terms of section 50(5) from the Municipal Manager. Comply with section 51 and section 52(1) where applicable; comply with section 52(a), Comply with section 53(1) and 53 (3).

Stage 9: LODGING OF APPEALS

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

Stage 10: VALUATION APPEALS BOARD HEARINGS:

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

Stage 11: ATTENDING TO ALL VALUATION ENQUIRIES:

The Tenderer will, attend to all valuation enquiries from time to time regarding the valuation roll and supplementary valuation rolls of the municipality.

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

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

To enable the municipality to issue the final delivery certificate, the Tenderer shall issue signed declarations that he/she has transferred copies of all data in either an electronic or hard copy formats to the municipality and will continue to do so on monthly intervals thereafter or when supplementary valuations has been done

19. PUBLIC PARTICIPATION AND AWARENESS:

The Tenderer(s) may be required to attend meetings in regard to the Rating Policy of the municipality, as well as being involved in public awareness relating to the valuation process. The Tenderer(s) may be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **SCHEDULE 3** hereof.

If the municipality elects to require the Tenderer to participate in public awareness and/or public participation, the Tenderer shall issue a schedule of their requirements and attach a project plan for public participation and awareness to schedule 7.

20. METHODS OF PAYMENT:

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

| STAGE NO | DESCRIPTION | % PAYMENT | PAYABLE ON COMPLETION | PAYABLE IN MONTHLY PAYMENTS |
|----------|--|-------------|--|-----------------------------|
| 1 | Commencement phase | 10% | √ | |
| 2 | Data collection | 30% | | √ |
| 3 | Valuation compilation | 20% | | √ |
| 4 | Internal monitoring | - | | |
| 5 | Submission: Draft Valuation Roll | 5% | √ | |
| 6 | 21 days after the Certified Valuation Roll has been Submitted to the Municipal Manager Municipality | 5% | √ | |
| 7 | Objection process and completion of reasons | 10% | √ | |
| 8 | Hearings: Valuation Appeal Board | 10% | At conclusion of the hearings, or if the date of the Appeal Board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission. | |
| 9 | Submission of data to the Municipality and the issuing of a final delivery certificate by the municipality | 10% | √ | |
| | | 100% | | |

21. SCHEDULE OF FEES

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

**22. TENDERERS EVALUATION
FUNCTIONALITY OF TENDERER**

THE FOLLOWING CRITERIA WILL BE USED TO EVALUATE FUNCTIONALITY

| Evaluation criteria | Evaluation area | | Weighting | Points allocated |
|--|--|----|------------------|-------------------------|
| Expertise of key personnel: Professional Valuer | Registration with SACPVP | 5 | 5 | |
| | Expertise of qualified Professional Valuer : Council Accredited qualification >10 years MPRA expertise | 25 | 25 | |
| | Expertise of qualified Professional Valuer : Council Accredited qualification >6 – 9 years MPRA expertise | 20 | | |
| | Expertise of qualified Professional Valuer : Council Accredited qualification >0 - 5 years MPRA expertise | 15 | | |
| Expertise of key personnel: Professional Associate Valuer | Expertise of qualified Professional Associate Valuer : Council Accredited qualification >10 years MPRA expertise | 15 | 15 | |
| | Expertise of qualified Professional Associate Valuer : Council Accredited qualification >6 – 9 years MPRA expertise | 10 | | |
| | Expertise of qualified Professional Associate Valuer : Council Accredited qualification >0 - 5 years MPRA expertise | 5 | | |
| Financial standing: bank rating | A-B | 5 | 5 | |
| | C | 4 | | |
| | D | 3 | | |
| | E-F | 2 | | |
| Financial standing: Resources | GIS system, Valuation system & IT resources | 5 | 5 | |
| Company experience: Municipal valuation rolls with more than 20 000 properties. | Completion of 5 and more Municipal valuation rolls with more than 20 000 properties as per the MPRA | 25 | 25 | |
| | Completion of 3 - 4 Municipal valuation rolls with more than 20 000 properties as per the MPRA | 20 | | |
| | Completion of 1 - 2 Municipal valuation rolls with more than 20 000 properties as per the MPRA | 15 | | |

| | | | | |
|---|------------------------------|----|------------|--|
| Company experience: years of MPRA experience | 0 – 5 years MPRA experience | 10 | 20 | |
| | 6 – 10 years MPRA experience | 15 | | |
| | >10 years MPRA experience | 20 | | |
| Total | | | 100 | |

For the tenderer(s) to be considered for the next phase of evaluation, they must achieve **a minimum rating of 60%** for functionality.

NOTE:

- a) Reference letters from the municipalities where services were rendered in terms of MPRA.
- b) Council accredited qualification – means qualifications accredited by the SACPVP, in each of the Valuer categories.
- c) CVs and proof of qualifications must be submitted as part of the Bid to claim points.

For purposes of this Project, the Municipality requires the appointment of a Municipal Valuer and Assistant Municipal Valuers. In terms of Section 39(1)(a) only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

The Bidder must nominate the person to be designated as the Municipal Valuer. In terms of Section 39(2)(a) where the municipality requires the appointment of Assistant Municipal Valuers only, such Assistant Municipal Valuers must be nominated by the Bidder.

23. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

23.1 GENERAL DESCRIPTION OF SERVICE

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

- . Identify and describe the cadastral boundaries of each property within the municipal area;
- . Guide Valuation Inspectorate to the sites to be inspected;
- . Balance the properties of the municipal area with the entries registered in the Deeds Office, as well as the Surveyor-General;
- . Display geo-referenced aerial photographs of the area so as to provide the Valuer; with a clear picture of the subject properties;
- . Maintain the cadastral data during the maintenance period so as to reflect the properties contained in the valuation roll at all times.

23.2 GIS DATA STANDARDS

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

- . All GIS data will be available in a format compatible with the GIS of the Municipality;
- . Cadastral data will be available in geographic co-ordinates on the WGS84 datum:
- . The sizes of cadastral entities represented by means of the GIS, shall match the registered size of such properties, subject to a deviation of acceptable tolerance;
- . A copy of all aerial photography used by the Tenderer will be provided to the municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll;
- . The municipality must state the maximum age of aerial photography and/or satellite imagery to be used. As a guide line where no spatial data base representing footprints of buildings is available, older aerial photographs which are more economical to obtain can be used. However, where aerial photographs are required to detect changes in the data from year to year, only new photographs can be used.
- . Despite the age of the aerial photography used in the valuation process, it remains the responsibility of the Tenderer to ensure that the data reflected on the valuation roll, is an accurate and true reflection as at date of valuation of what is found on the properties comprising the roll. The Tenderer(s) must therefore use ground control measures to verify and confirm the results obtained from aerial photography.
- . The GIS shall be fully compatible with the Tenderer(s) valuation system, as well as being compatible with the municipal system.

23.3 SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

The following minimum specifications will apply:

| DESCRIPTION | SPECIFICATION | |
|---------------------|--|---|
| | Urban | Rural |
| Colour | Nice to have but panchromatic will suffice | |
| Scale of negatives | 1:10 000 | n.a. |
| Off-nadir angle | 0° - 15° | |
| Digital format | Tiff or Mr. Sid with the applicable world file (*.tifw or *.sidw). | |
| Projection | Transverse Mercator 29° East | |
| Datum | WGS84 | |
| Accuracy | <= 1m | 5m to 15m |
| Resolution | <= 0,25m | 0,50m to 1,25m |
| Ground control | Yes | No |
| Ortho rectification | Yes | Yes |
| Mosaicing | Yes | Yes |
| Geo-referencing | Yes | Yes |
| Collection method | Aerial photography | Aerial photography or satellite imagery |
| Application | Suitable for capturing footprints of buildings and structures as well as broad land uses | Suitable for capturing broad land uses and identify position and approximate size of buildings and structures |
| Cloud cover | <5% | |

PROCUREMENT POLICY OF THE MUNICIPALITY

Tenderer(s) are requested to acquaint themselves with the requirements of the preference point adjudication system of the municipality.

The content of the following **ANNEXURES**, will serve as a terms of reference in this regard:

ANNEXURE E

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 preferential point system for requirements with a Rand value of R30 000.00 up to R50 000 000.00 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to exceed R30 000 (all applicable taxes included) and therefore the **80/20 system** shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

| | POINTS |
|---|---------------|
| 1.3.1.1 Price | 80 |
| 1.3.1.2 Municipal specific goals and the B-BBEE Status Level of Contribution | 20 |
| Total points for Price and Municipal specific goals And B-BBEE must not exceed | 100 |

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of

the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. A maximum of 20 Points awarded for Municipal specific goals and the B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

5.1.1 Municipal specific goals

| Municipal specific goals | NO OF POINTS 80/20 |
|--|---------------------------|
| 1. Ownership by Youth | 5 |
| 2. Ownership by Women | 5 |
| 3. Locality: | |
| Within Moretele Local Municipality | 5 |
| Within Bojanala Platinum District Municipality | 4 |
| Within North West Province | 3 |
| Outside North West Province | 1 |

5.1.2 B-BBEE Status Level of Contributor

| BBBEE STATUS LEVEL | NO OF POINTS 80/20 |
|---------------------------|--------------------|
| 1 | 5 |
| 2 | 4 |
| 3 | 3 |
| 4 | 3 |
| 5 | 1 |
| 6 | 1 |
| 7 | 1 |
| 8 | 1 |
| Non-compliant contributor | 0 |

- 5.2 Bidders who qualify as EMEs in terms of the B- BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status

level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =
(maximum of 5 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?
.....

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number:.....

9.3 Company registration number.....:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....
.....
Signature of Bidder

DATE:.....

ADDRESS:.....

.....

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |

| | | | |
|-------------|--|---------------------------------|--------------------------------|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE F

FORM MBD 4 : DECLARATION OF INTEREST

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

3.1 Full Name:

.....

3.2 Identity Number:

.....

3.3 Company Registration Number:

.....

3.4 Tax Reference Number:

.....

3.5 Vat Registration Number:

.....

3.6 Are you presently in the service of the state?

YES / NO

3.6.1 If so, furnish particulars.

.....
.....

3.8 Have you been in the service of the state for the past twelve months?

YES / NO

3.7.1 If so, furnish particulars

.....
.....

3.8 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars

.....
.....

3. Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state ?

YES / NO

3.10.1 If so, furnish particulars

.....
.....

3.11 Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state ?

YES / NO

3.11.1 If so, furnish particulars

.....
.....

DECLARATION / CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of Tenderer

- MSCM Regulations : “ in service of the state’ means to be –
 - (a) a member of –
 - (i) any municipal council
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of Provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.

ANNEXURE G

FORM SCM 5: APPLICATION FOR A TAX, RATES AND OTHER MUNICIPAL CHARGES CLEARANCE CERTIFICATES

NB – THIS SECTION COULD BE SUBSTITUTED WITH AN UPTO DATE MUNICIPAL ACCOUNT

1. Full name of tax payer / bidder
- 2 Trade name (if any)
3. Identification No.
4. Company / Close Company Registration No.
5. Municipal account No.

Signature of person requiring Clearance Certificate:.....

Name :

Telephone No. CodeNumber

Cell No.

Residential Address:.....

Postal Address:

.....

.....

Code :

CLEARANCE CERTIFICATE BY MUNICIPALITY

I,in my capacity as
(full names) (designation)

of the Municipality of.....Hereby certify that –
(name of municipality)

- I have examined the municipal accounts of the above-named person/firm/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.
- I have examined the municipal accounts concerned and have found the said accounts to be in arrears.

Signature of official :.....

Municipality of

Telephone No. CodeNumber

Date:

GENERAL

Original hard copies (Printed format) of the completed valuation rolls, as well as soft copies (Electronic transferable format) “Cd” in a “d BASE” format as part of the “ESRI” shape file spatial data format, must be provided to the Municipality which documentation, will remain the property of the Municipality.

The ESRI shape file consists of a main file (.shp), an index file (.shx) and a dBase table (.dbt)

Such format must be in accordance with the requirements of the Municipality’s Financial System and Geographic Information System.

The format must also make provision for the following:

- > Individual farms and individual townships must be analysed and totaled separately.
(Number of stand/portions, with separate total values)
- > Totals for different zonings. (Business, agricultural, etc.)

The successful tenderer, must provide own stationery, prescribed valuation pages, field-sheets, binders, etc.

A condition of the contract will be that all field-sheets, data-information, cadastral plans, drawings, notes and any other information on ratable properties, will remain or become the property of the Municipality.

ATTACH MUNICIPAL RATES/ ACCOUNT

SCHEDULE 1 (A)

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

The Tenderer hereby nominates the following person to be designated by the Municipality in terms of section 33 (1) of the MPRA, as the Municipal Valuer:

[THE TENDERER MUST PROVIDE PROOF TO THE MUNICIPALITY THAT THE NOMINATED PERSON IS A FULLTIME EMPLOYEE OR A OWNER/DIRECTOR OF THE COMPANY]

Attach proof to Schedule 6

FULL NAMES:

I D NUMBER:

PROFESSIONAL QUALIFICATIONS:

PROFESSIONAL REGISTRATION NO:

(Attach certified copy of certificate)

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

.....
.....

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

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.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NUMBER OF PROPERTIES ON VALUATION ROLL | REFERENCE | CONTACT NUMBER |
|-----------------------------|---------------------------------|---|------------------|-----------------------|
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|--------------------------------|-------------------------|----------------------------|---------------------|
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | CONTACT NO |
|-----------------------------|-------------------------------|-----------------------|-------------------|
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| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | CONTACT NO |
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Have you had any experience in reconciling cadastral data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | CONTACT NO |
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VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any Valuation Boards in terms of previous legislation?

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|-----------------------------|----------------------------|--------------------------|------------------------|
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VALUATION APPEAL BOARD HEARINGS

Have you appeared in front of a Valuation Appeal Board in terms of previous legislation or the MPRA

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | NO OF APPEALS | NO OF APPEALS UPHELD BY THE BOARD | WHAT WAS THE % REDUCTION AWARDED BY THE BOARD COMPARED TO THE VALUATIONS COMPILED BY YOU? |
|----------------------|---------------------|-------------------|-----------------|---------------|-----------------------------------|---|
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I, the undersigned _____ do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ on the _____ day of _____ 2023

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on the _____ day of _____ 2023*

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 1 (B)

AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER

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

[THE TENDERER MUST PROVIDE PROOF TO THE MUNICIPALITY THAT THE SUBSTITUTE NOMINATED PERSON IS A FULLTIME EMPLOYEE OR A OWNER/DIRECTOR OF THE COMPANY]

Attach proof to Schedule 6

FULL NAMES:

I D NUMBER:

PROFESSIONAL QUALIFICATIONS:

PROFESSIONAL REGISTRATION NO:

(Attach certified copy of certificate)

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

.....
.....

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

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WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NUMBER OF PROPERTIES ON VALUATION ROLL | REFERENCE | CONTACT NO. |
|-----------------------------|---------------------------------|---|------------------|--------------------|
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Have you had any experience in reconciling cadastral data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | CONTACT NO. |
|----------------------|------------------------|----------------|-------------|
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VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of Valuation Boards in terms of previous legislation?

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
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VALUATION APPEAL BOARD HEARINGS

Have you appeared in front of any Valuation Appeal Board in terms of previous legislation or the MPRA?

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | NUMBER OF APPEALS | NO OF APPEALS UPHELD BY THE BOARD | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|----------------------|---------------------|-------------------|-----------------|-------------------|-----------------------------------|---|
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I, the undersigned _____ do hereby make oath and say that:

The questionnaire has been completed by me in full.

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

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

I further undertake by my signature hereof that in the event of the nominated Municipal Valuer in terms of **SCHEDULE 1(A)** hereof, not being able to carry out his duties as a result of accident, death, ill health or insolvency, I hereby bind myself jointly and severally with Tenderer and/or the Municipal Valuer to fulfill all obligations and requirements of this tender. I do further declare that I have read all the tender requirements including all annexures, schedules and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

Signed by me at _____ on the _____ day _____ 2023

**SIGNATURE: NOMINATED PERSON AS
SUBSTITUTE MUNICIPAL VALUER**

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on the _____ day of _____ 2023*



Justice of Peace/Commissioner of Oaths

SCHEDULE 2(A)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES:

I D NUMBER:

PROFESSIONAL QUALIFICATIONS:

.....

PROFESSIONAL REGISTRATION NO:

(Attach certified copy of certificate)

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

.....
.....

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NUMBER OF PROPERTIES ON VALUATION ROLL | REFERENCE | CONTACT NO. |
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|-------------------------|------------------|---------------------|--------------|
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NUMBER OF PROPERTIES ON VALUATION ROLL | CONTACT NO. |
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Have you had any experience in reconciling cadastral data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | CONTACT NO. |
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|----------------------|---------------------|-------------------|-----------------|
| | | | |
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VALUATION APPEAL BOARD HEARINGS

Have you appeared in front of any valuation appeal board in terms of previous legislation or the MPRA?

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | NUMBER OF APPEALS | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|----------------------|---------------------|-------------------|-----------------|-------------------|-----------------------------------|---|
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I, the undersigned _____ do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ on the _____ day _____ 2023

**SIGNATURE : ASSISTANT NOMINATED
MUNICIPAL VALUER No. 1**

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 2023

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 2(B)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I D NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....
.....

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

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WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NUMBER OF PROPERTIES ON VALUATION ROLL | REFERENCE | CONTACT NO. |
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|-------------------------|------------------|---------------------|--------------|
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NUMBER OF PROPERTIES ON VALUATION ROLL | CONTACT NO. |
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Have you had any experience in reconciling cadastral data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | CONTACT NO. |
|----------------------|------------------------|----------------|-------------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING |
|-----------------------------|----------------------------|--------------------------|------------------------|
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VALUATION APPEAL BOARD HEARINGS

Have you appeared in front of any valuation appeal board in terms of previous legislation or the MPRA?

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | NUMBER OF APPEALS | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|-----------------------------|----------------------------|--------------------------|------------------------|--------------------------|--|--|
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I, the undersigned _____ do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

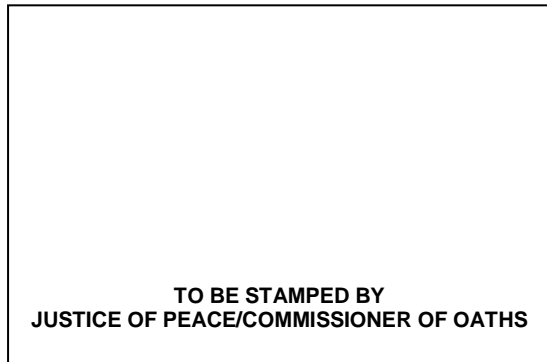
I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and severally with Tenderer to fulfill all obligations and requirements of this tender.

Signed by me at _____ on the _____ day _____ 2023

**SIGNATURE: ASSISTANT NOMINATED
MUNICIPAL VALUER No. 2**

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on the _____ day of _____ 2023



Justice of Peace/Commissioner of Oaths

SCHEDULE 3

DETERMINATION OF FEES

[PARAGRAPH 23 OF ANNEXURE D REFERS]

THE FOLLOWING SCHEDULE OF FEES WILL BE THE BASIS OF THE TENDER

Tenderer(s) are not permitted to change the basis upon which they have been asked to tender.
Any variation from the column "HOW TO TENDER", will invalidate this tender

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT [INCLUDING VAT] | COMMENT |
|------|--|------------------------------------|-------------------------------------|--|
| 1 | Valuation Roll | Fixed tender amount | R | Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual fees of item 2 hereunder. The pro rata adjustments will be calculated on the individual fees for the various properties as indicated under item 2 here-under. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under item 2 here-under |
| 2 | DESCRIPTION OF RATABLE PROPERTY | ESTIMATED NUMBER OF ENTRIES | FEE PER ENTRY [VAT INCLUDED] | TOTAL AMOUNT TENDERED [VAT INCLUDED] |
| 2.1 | RESIDENTIAL: | | | |
| | RESIDENTIAL 1 | | | |
| | RESIDENTIAL 2 | | | |
| | RESIDENTIAL 3 | | | |
| | RDP HOUSING | | | |
| | INFORMAL HOUSING | | | |
| | GUEST HOUSES | | | |
| | SECTIONAL TITLE UNITS | | | |
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| | | | | |
|------------|--------------------|--|--|--|
| 2.2 | BUSINESS: | | | |
| | BUSINESS 1 | | | |
| | BUSINESS 2 | | | |
| | BUSINESS 3 | | | |
| | | | | |
| 2.3 | INDUSTRIAL: | | | |
| | INDUSTRIAL 1 | | | |
| | INDUSTRIAL 2 | | | |

| ITEM | DESCRIPTION OF RATABLE PROPERTY | ESTIMATED NUMBER OF ENTRIES | FEE PER ENTRY [VAT INCLUDED] | TOTAL AMOUNT TENDERED [VAT INCLUDED] |
|-------------|---|------------------------------------|-------------------------------------|---|
| 2.4 | Government Buildings: | | | |
| | Residential | | | |
| | Offices | | | |
| | Schools | | | |
| | Police Station | | | |
| | | | | |
| 2.5 | AGRICULTURAL: | | | |
| | 2.5.1 FARMS | | | |
| | Use for agricultural purpose only (Bona Fide farmers) | | | |
| | Used for residential | | | |
| | Used for Business | | | |
| | Used for Industrial purposes | | | |
| | Used for other purposes | | | |
| | | | | |
| | 2.5.2 SMALL HOLDINGS: | | | |
| | Used for agricultural purpose [Bona fide farmer] | | | |
| | Used for residential | | | |
| | Used for Business | | | |
| | Used for Industrial purposes | | | |
| | Used for other purposes | | | |

| | | | | |
|------------|----------------------------|--|--|--|
| | | | | |
| 2.6 | Multiple Use | | | |
| | | | | |
| 2.7 | COMMUNITY FACILITY: | | | |
| | Crèches | | | |
| | Old age homes | | | |

| ITEM | DESCRIPTION OF RATABLE PROPERTY | ESTIMATED NUMBER OF ENTRIES | FEE PER ENTRY [VAT INCLUDED] | TOTAL AMOUNT TENDERED [VAT INCLUDED] |
|-------------|---|-----------------------------|------------------------------|--------------------------------------|
| 2.8 | MINING PROPERTIES | | | |
| | | | | |
| 2.9 | Public Service Infrastructure: | | | |
| | National and Provincial Roads | | | |
| | Water pipes, Sewer pipes, Water Supply Reservoirs, Sewerage Scheme | | | |
| | Dams | | | |
| | Power Stations, Power Substations, Power Lines | | | |
| | Railway Lines, etc | | | |
| | Communication towers, masts, etc | | | |
| | Runways or aprons at national and provincial airports | | | |
| | Rights of way, easements or servitudes in connection with Public Service Infrastructure | | | |
| | Any other publicly controlled Infrastructure | | | |
| | | | | |
| 2.10 | GENERAL | | | |
| | MOTOR TRADE | | | |
| | AERODROME | | | |
| | NURSERY | | | |
| | PARKING | | | |
| | PRIVATE OPEN SPACE | | | |
| | PRIVATE ROAD | | | |
| | PUBLIC GARAGE | | | |

| ITEM | DESCRIPTION OF RATABLE PROPERTY | ESTIMATED NUMBER OF ENTRIES | FEE PER ENTRY [VAT INCLUDED] | TOTAL AMOUNT TENDERED [VAT INCLUDED] |
|-------------|--|-----------------------------|------------------------------|--------------------------------------|
| | PUBLIC OPEN SPACE | | | |
| | RELIGIOUS INSTITUTION | | | |
| | SPORT AND RECREATION | | | |
| | TAXI RANK | | | |
| | | | | |
| 2.11 | UNDETERMINED | | | |
| | Total Estimated number of entries | | | |
| | | | | |

3 SUPPLEMENTARY VALUATIONS

| | DESCRIPTION | HOW TO TENDER | FEE PER ENTRY [VAT INCLUDED] | COMMENT |
|-----|--|------------------------------|------------------------------|-------------------------|
| 3.1 | New Townships | Fee per entry [VAT INCLUDED] | | |
| 3.2 | Consolidations and subdivisions | | | |
| 3.3 | Certificates of occupancy | | | |
| 3.4 | Consent Uses | | | |
| 3.5 | Rezoning | | | |
| 4.1 | Section 51 compliance | | | Part of compilation fee |
| 4.2 | Section 53 (3) Compl | Per reason [VAT included] | | |
| 5.1 | Valuation Appeal Board Hearings Preparation and consultations with professionals appointed by the Municipality for specific appeals. | Per hour [VAT INCLUDED] | | |

| | | | | |
|-------------|--|--|---|----------------|
| 5.2 | Attendance : Hearings : Valuation Appeal Board | Per day [VAT INCLUDED] | | |
| 6 | Data collection | Fixed fee [VAT INCLUDED] | | |
| 7 | Public awareness | Fixed fee [VAT INCLUDED] | | |
| Item | Description | HOW TO TENDER | FEE PER ENTRY [VAT INCLUDED] | COMMENT |
| 8 | Valuations other than for rating purposes | State the basis of fees [VAT INCLUDED] | | |
| 9 | Consultations | Hourly rate [VAT INCLUDED] | | |
| 10 | Valuation enquiries [PARAGRAPH 21 OF ANNEXURE D] | Fixed fee [VAT INCLUDED] | | |
| 11 | Traveling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality | State the tariff to be applied [VAT INCLUDED] | | |
| 12 | Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality | State the tariff to be applied [VAT INCLUDED] | | |

OPTION TO EXTEND THIS CONTRACT

The Municipality shall, subject to the Tenderer having complied with all of the terms and conditions of this tender to the satisfaction of the Municipality and subject to the municipality having issued a final delivery certificate have the right to extend this tender for a further period,

In the event of the municipality wishing to either extend or not exercise this option, they shall advise the Tenderer in writing of their decision by not later than a period of 12 months before the expiration of the contract.

Schedule of fees applicable during the option period

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT [INCLUDING VAT] | COMMENT |
|------|--|----------------------|-------------------------------|--|
| 1 | Valuation Roll | Fixed tender amount | R | Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual fees of item 2 hereunder. The pro rata adjustments will be calculated on the individual fees for the various properties as indicated under item 2 here-under. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under item 2 here-under |
| 2 | DESCRIPTION OF RATABLE PROPERTY | HOW TO TENDER | AMOUNT [INCLUDING VAT] | COMMENT |
| 2.1 | RESIDENTIAL: | | | |
| | RESIDENTIAL 1 | | | |
| | RESIDENTIAL 2 | | | |
| | RESIDENTIAL 3 | | | |
| | RDP HOUSING | | | |
| | INFORMAL HOUSING | | | |
| | GUEST HOUSES | | | |
| | SECTIONAL TITLE UNITS | | | |

| ITEM | DESCRIPTION OF RATABLE PROPERTY | HOW TO TENDER | AMOUNT [INCLUDING VAT] | COMMENT |
|--------------|---|---------------|------------------------|---------|
| 2.3 | BUSINESS: | | | |
| | BUSINESS 1 | | | |
| | BUSINESS 2 | | | |
| | BUSINESS 3 | | | |
| | | | | |
| 2.4 | INDUSTRIAL: | | | |
| | INDUSTRIAL 1 | | | |
| | INDUSTRIAL 2 | | | |
| | | | | |
| 2.5 | Government Buildings: | | | |
| | Residential | | | |
| | Offices | | | |
| | Schools | | | |
| | Police Station | | | |
| | | | | |
| 2.6 | AGRICULTURAL: | | | |
| 2.6.1 | FARMS | | | |
| | Use for agricultural purpose only (Bona Fide farmers) | | | |
| | Used for residential | | | |
| | Used for Business | | | |
| | Used for Industrial purposes | | | |
| | Used for other purposes | | | |
| | | | | |
| 2.6.2 | SMALL HOLDINGS: | | | |
| | Used for agricultural purpose [Bona fide farmer] | | | |
| | Used for residential | | | |
| | Used for Business | | | |
| | Used for Industrial purposes | | | |
| | Used for other purposes | | | |
| | | | | |

| 2.7 | Multiple Use | | | |
|-------------|---|----------------------|-------------------------------|----------------|
| ITEM | DESCRIPTION OF RATABLE PROPERTY | HOW TO TENDER | AMOUNT [INCLUDING VAT] | COMMENT |
| 2.8 | COMMUNITY FACILITY: | | | |
| | Crèches | | | |
| | Old age homes | | | |
| | | | | |
| 2.9 | MINING PROPERTIES | | | |
| | | | | |
| 2.10 | Public Service Infrastructure: | | | |
| | National and Provincial Roads | | | |
| | Water pipes, Sewer pipes, Water Supply Reservoirs, Sewerage Scheme | | | |
| | Dams | | | |
| | Power Stations, Power Substations, Power Lines | | | |
| | Railway Lines, etc | | | |
| | Communication towers, masts, etc | | | |
| | Runways or aprons at national and provincial airports | | | |
| | Rights of way, easements or servitudes in connection with Public Service Infrastructure | | | |
| | Any other publicly controlled Infrastructure | | | |
| 2.11 | GENERAL | | | |
| | MOTOR TRADE | | | |
| | AERODROME | | | |
| | NURSERY | | | |
| | PRIVATE OPEN SPACE | | | |
| | PRIVATE ROAD | | | |
| | PUBLIC GARAGE | | | |
| | PUBLIC OPEN SPACE | | | |

| ITEM | DESCRIPTION OF RATABLE PROPERTY | HOW TO TENDER | AMOUNT [INCLUDING VAT] | COMMENT |
|-------------|--|---------------------------|------------------------|-------------------------|
| | RELIGIOUS INSTITUTION | | | |
| | SPORT AND RECREATION | “ | | |
| | TAXI RANK | “ | | |
| | | “ | | |
| 2.12 | UNDETERMINED | “ | | |
| | Total Estimated number of entries | | | |
| | | | | |
| 3.1 | Supplementary valuations: Monthly options | | | |
| | Year 1 | | | |
| | Year 2 | | | |
| | Year 3 | | | |
| | Year 4 | | | |
| | Year 5 | | | |
| | | | | |
| 3.2 | Entry option | Rate per entry | | |
| 4.1 | Appeal Board Hearings: Preparation and consultations with professionals appointed by the municipality fir specific appeals | Per hour [VAT included] | | |
| 4.2 | Attendance Hearings : Valuation Appeal Board | Per day [VAT included] | | |
| 5 | Section 51 compliance | | | Part of compilation fee |
| 6 | Section 53 (3) Compl | Per reason [VAT included] | | |
| 7 | Data collection | Fixed fee [VAT included] | | |
| 8 | Public awareness | Fixed fee [VAT included] | | |

| | | | | |
|-----------|--|---|--|--|
| 9 | Valuations other than for rating purposes | State the basis of fees [VAT included] | | |
| 10 | Consultations | Hourly rate [VAT included] | | |
| 11 | Valuation enquiries [PARAGRAPH 21 OF ANNEXURE D] | Fixed fee [VAT included] | | |

| ITEM | DESCRIPTION OF RATABLE PROPERTY | HOW TO TENDER | AMOUNT [INCLUDING VAT] | COMMENT |
|-------------|--|--|-------------------------------|----------------|
| 12 | Traveling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality | State the tariff to be applied [VAT included] | | |
| 13 | Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality | State the tariff to be applied [VAT included] | | |
| 14 | Additional copies of valuation roll | Per additional copy [VAT included] | | |

SCHEDULE 4

DATA BACK UP AND DISASTER RECOVERY PLAN

[PARAGRAPH 17.1 OF ANNEXURE D REFERS]

The minimum level of data protection and recovery plan will be as set out under paragraph 17 hereof.

In the event of the Tenderer not wishing to conform to such standards, the Tenderer shall attach as **SCHEDULE 4**, a complete proposal in this regard.

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

SCHEDULE 5

IT RESOURCES

The Tenderer to attach a detailed inventory of the current computer equipment owned by him, as well as future computer needs necessary to comply with this tender.

THE TENDERER MAY APPOINT A SPECIALIST TO ASSIST HIM TO MEET THE COMPUTER AND IT REQUIREMENTS TO COMPLY WITH THIS TENDER.

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

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

SCHEDULE 6

HUMAN RESOURCES

The Tenderer and/or nominated person/s to complete the following schedule:

SCHEDULE 6 must be accompanied by a human resources organogram of the Tenderer and nominated person/s certifications

| NAME OF PERSON | EXPERIENCE | YEARS OF EXPERIENCE | FULL TIME OR PART TIME ON PROJECT | PROFESSIONAL QUALIFICATIONS |
|----------------|------------|---------------------|-----------------------------------|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

[PROOF THAT NOMINATED PERSON AND SUBSTITUTE NOMINATED PERSON ARE EMPLOYEES OR OWNERS/DIRECTORS OF THE COMPANY MUST BE ATTACHED HERE]

SCHEDULE 7

PROJECT WORK PLANS

The Tenderer to attach as **SCHEDULE 7** comprehensive work plan reflecting inter-alia:-

Work definition

Work flow

Timelines

Deadlines

Note: The above schedule will together with the Key Task Functions under paragraph 18 hereof become the basis upon which the municipality will monitor the Tenderer(s) progress and the municipality shall be entitled to take action against the Tenderer if the above time limits and project plan are not adhered to. The municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 7 hereof.

The Tenderer to include hereunder work flow diagrams or charts illustrating his understanding of the entire valuation process necessary at the municipality to compile the valuations referred to in this tender.

SCHEDULE 8

PROOF OF INSURANCE COMPLIANCE

Attached as **SCHEDULE 8** proof in terms of paragraph 8 of **ANNEXURE D**

SCHEDULE 9

TAX CLEARANCE CERTIFICATE

The Tenderer must attach an original or certified copy of a current Tax Clearance Certificate hereto

SCHEDULE 10

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

[PARAGRAPH 5 OF ANNEXURE D REFERS]

Attach an original or certified copy of the manual submitted in terms of the above Act hereto

SCHEDULE 11

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

Attached the, original or certified copies of the nominated person's registration with The South African Council for the Property Valuers Profession, as well as the South African Institute of Valuers.

SCHEDULE 12

COPIES OF DULY AUTHORISED RESOLUTIONS WHERE THE TENDERER IS NOT A NATURAL PERSON

SCHEDULE 13

STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE

The Tenderer should indicate under **SCHEDULE 13** any item and/or additional service that will be included in the tender.

E.g. The Tenderer may as part of his services, include aerial photography at his cost.

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

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

SCHEDULE 14 DESCRIPTION OF RATEABLE PROPERTIES

| DESCRIPTION OF RATEABLE PROPERTY | ESTIMATED NUMBER OF ENTRIES |
|---|-----------------------------|
| 1 RESIDENTIAL: | |
| RESIDENTIAL 1 | |
| RESIDENTIAL 2 | |
| RESIDENTIAL 3 | 42748 |
| RDP HOUSING | 6500 |
| INFORMAL HOUSING | |
| GUEST HOUSES | 2 |
| SECTIONAL TITLE UNITS | |
| 2 BUSINESS: | |
| BUSINESS 1 | |
| BUSINESS 2 | |
| BUSINESS 3 | 240 |
| 3 INDUSTRIAL: | |
| INDUSTRIAL 1 | |
| INDUSTRIAL 2 | 1 |
| | |
| 4 Government Buildings: | |
| Residential | 33 |
| Offices | 25 |
| Schools | 134 |
| Police Station | 3 |
| | |
| 5 AGRICULTURAL: | 7 |
| 5.1 FARMS | 700 |
| Use for agricultural purpose only (Bona Fide farmers) | 3 |
| Used for residential | 1 |
| Used for Business | |
| Used for Industrial purposes | |
| Used for other purposes | |
| | |
| 5.2 SMALL HOLDINGS: | |
| Used for agricultural purpose [Bona fide farmer] | 1 |
| Used for residential | 59 |
| Used for Business | |
| Used for Industrial purposes | |
| Used for other purposes | |
| | |
| 6 Multiple Use | |
| Halls | 5 |

| DESCRIPTION OF RATEABLE PROPERTY | ESTIMATED NUMBER OF ENTRIES |
|---|-----------------------------|
| 7 COMMUNITY FACILITY: | |
| Crèches | 61 |
| Old age homes | 1 |
| 8 MINING PROPERTIES | |
| 9 Public Service Infrastructure: | |
| National and Provincial Roads | 7 |
| Water pipes, Sewer pipes, Water Supply Reservoirs, Sewerage Scheme | 8 |
| Dams | |
| Power Stations, Power Substations, Power Lines | 3 |
| Railway Lines, etc | |
| Communication towers, masts, etc | 16 |
| Runways or aprons at national and provincial airports | |
| Rights of way, easements or servitudes in connection with Public Service Infrastructure | |
| Any other publicly controlled Infrastructure | |
| | |
| 10 GENERAL | |
| MARATHON CLUB | |
| MARINA CLUB | |
| MOTOR TRADE | 1 |
| AERODROME | |
| BOAT HOUSE | |
| NURSERY | |
| PARKING | |
| PRIVATE OPEN SPACE | |
| PRIVATE ROAD | |
| PUBLIC GARAGE | |
| PUBLIC OPEN SPACE | |
| RELIGIOUS INSTITUTION | 104 |
| | |
| SPORT AND RECREATION | 3 |
| TAXI RANK | 4 |
| | |
| 11 UNDETERMINED | |
| UNREGISTERED ERVEN [COMPRISING TOWNSHIP OWNER`S INTEREST ACCOUNTS] | |
| ANY OTHER [CATEGORIES THAT THE MUNICIPALITY MAY WISH TO STATE] | |
| TOTAL ESTIMATED NUMBER OF ENTRIES | 50667 |

SCHEDULE 15

DATA RELATING TO COMPILATION OF THE VALUATION ROLL

(Indicate with a tick what is applicable)

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/ OBTAIN |
|----|--|----------------------------|--------------------------------------|
| 1 | Aerial photographs/satellite imagery | | ✓ |
| 2 | Building plans | | ✓ |
| 3 | Bulk deeds download at commencement date | | ✓ |
| 4 | Cadastral | | ✓ |
| 5 | Copies of all offers received to purchase and/or lease Municipal properties | ✓ | |
| 6 | Copies of all sales/rental agreements relating to properties sold by the Municipality, whether registered or not | ✓ | |
| 7 | Copies of all consent use applications received, approved or declined | ✓ | |
| 8 | Copies of all township applications, rezonings, consolidations, notarial ties submitted to the Municipality | ✓ | |
| 9 | Copies of all approvals and/or rejections by the Municipality of applications mentioned in paragraph 8 supra | ✓ | |
| 10 | Copies of all policy decisions relating to immovable property within the Municipality | ✓ | |
| 11 | Copies of water and electricity deposits relating to properties not previously connected. | ✓ | |
| 12 | Development Plans | ✓ | |
| 13 | Geographic Information System | | ✓ |
| 14 | Monthly clearance certificates | ✓ | |
| 15 | Monthly Deeds downloads | | ✓ |
| 16 | Occupation Certificates | ✓ | |
| 17 | Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. | ✓ | |
| 18 | Reports on properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements | ✓ | |
| 19 | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc | ✓ | |
| 20 | Town planning scheme | ✓ | |

| | | | |
|----|--|---|--|
| 21 | With each approved rezoning, consolidation, subdivision township proclamation, or opening of a township register : - Copy of proclamation notice - Copy of proclamation : Amendment scheme - Copy of undersigned Map 3 and scheme clauses - Services agreement and section 82 Certificate [Ord 15 of 1986] - Approved SG-diagrams | ✓ | |
|----|--|---|--|

Schedule 16

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

(Indicate with a tick what is applicable)

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN |
|----|---|-------------------------|----------------------------|
| 1 | Aerial photographs/satellite imagery | | ✓ |
| 2 | Building plans and schedule of monthly completed buildings. [certificate of occupation] | | ✓ |
| 3 | Cadastral monthly updates | | ✓ |
| 4 | Monthly copies of all offers received to purchase and/or lease Municipal properties | | ✓ |
| 5 | Monthly copies of all sales/rental agreements relating to properties sold by the Municipality whether registered or not | | ✓ |
| 6 | Monthly copies of all consent use applications received, approved or declined | | ✓ |
| 7 | Monthly copies of all township applications, re-zonings, consolidations, notarial ties submitted to the Municipality | | ✓ |
| 8 | Monthly copies of all approvals and/or rejections by the Municipality of the applications mentioned in paragraph 7 supra | | ✓ |
| 9 | Monthly copies of all policy decisions relating to immovable property within the Municipality | ✓ | |
| 10 | Monthly copies of water and electricity deposits relating to properties not previously connected | ✓ | |
| 11 | Development Plan and changes thereto | ✓ | |
| 12 | Geographic Information System Monthly maintenance thereof - if applicable | | ✓ |
| 13 | Monthly clearance certificates | ✓ | |
| 14 | Monthly Deeds downloads | | ✓ |
| 15 | Monuments and Heritage buildings declared from time to time | ✓ | |
| 16 | Occupation Certificates | ✓ | |
| 17 | Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. ongoing basis | ✓ | |
| 18 | Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements. ongoing basis | ✓ | |
| 19 | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | ✓ | |

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