



NKANDLA LOCAL MUNICIPALITY

BID NUMBER: NKA/BTO003/2023/24

**GENERAL VALUATION AND PREPARATION OF A
VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2024
AND PREPARATION AND UPDATING OF THE VALUATION
ROLL FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2030**

NAME OF BIDDER : _____

TOTAL BID PRICE : _____
(VAT Inclusive)

A.	GENERAL BID CONDITIONS AND INFORMATION.....	5
1.	ADVERTISEMENT.....	6
2.	BRIBERY AFFIDAVIT	7
3.	BID INFORMATION	8
4.	BID (TENDER) CONDITIONS	10
5.	STANDARD CONDITIONS OF CONTRACT	13
6.	DECLARATION OF ORGANIZATION: BIDDERS/TENDERERS INFORMATION	23
7.	AUTHORITY OF SIGNATORY	28
8.	FINANCIAL STATEMENTS & BANK REFERENCE	29
9.	SCHEDULE OF PREVIOUS SIMILAR CONTRACTS COMPLETED	31
10.	DECLARATION BY BIDDER IN TERMS OF SUPPLY CHAIN MANAGEMENT POLICY	32
11.	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)	35
B –	BID QUOTATION DOCUMENT.....	38
	SECTION A	42
	SUMMARY OF BID AND ENQUIRIES	42
	SECTION B.....	43
	CONDITIONS OF BID	43
	SECTION C.....	45
	INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID	45
	SECTION D	47
	INSTRUCTIONS FOR COMPLETION OF AN ENVELOPE FOR QUOTATION.....	47
	SECTION E	48
	INSTRUCTIONS FOR DELIVERY OF QUOTATION	48
	SECTION F	49
	COMPULSORY BRIEFING SESSION	49
	SECTION G	50
	COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE.....	50
	SECTION H	51
	HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS REQUIRED TO QUALIFY AS A BIDDER	51
	SECTION I	58
	AUTHORITY TO SIGN A BID	58
	SECTION J	65
	AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER	65
	SECTION K.....	70
	AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER	70
	SECTION L	75
	AFFIDAVIT, NOMINATION AND DECLARATION OF GIS AND DATA MANAGER.....	75
	SECTION M	78
	AFFIDAVIT, NOMINATION AND DECLARATION OF PROJECT MANAGER.....	78
	SECTION N	81
	PRICING SCHEDULE AND PROJECT WORK PROGRAMME	81
	SECTION O	94
	DECLARATION OF COMPUTER EQUIPMENT, SOFTWARE AND INFORMATION TECHNOLOGY SYSTEMS.....	94
	SECTION P.....	95
	DECLARATION OF INTEREST	95
	SECTION Q.....	97
	TAX CLEARANCE CERTIFICATE REQUIREMENTS.....	97
	SECTION R.....	98
	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT PURCHASES....	ERROR!
		BOOKMARK NOT DEFINED.
	SECTION S	103
	BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	103

SECTION T	105
CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT	105
SECTION U	106
CONTACT DETAILS OF BIDDER	106
 C – BID SPECIFICATION DOCUMENT	 107
1. DEFINITIONS	111
2. PROJECT OBJECTIVE	115
3. PROJECT DELIVERABLES AND WORK PROGRAM	116
5. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY	122
6. PROJECT START DATE	123
7. COMPULSORY HUMAN RESOURCES, SYSTEMS, DOCUMENTS AND COMPETENCIES REQUIRED TO QUALIFY AS A SERVICE PROVIDER (Read with Section “H” Bid Quote Document)	123
8. VERIFICATION OF THE MUNICIPAL VALUER, ASSISTANT MUNICIPAL VALUERS AND HUMAN RESOURCES.....	125
9. MPRA AND VALUATION STANDARDS, QUALITY ASSURANCE AND MONITORING	125
10. VALUATION ROLL MANAGEMENT SYSTEM (VRMS)	129
11. DATA SECURITY AND RECOVERY	133
12. PROPERTY REGISTER – PART A (VALUATION ROLL)	134
13. GENERAL VALUATION AND VALUATION ROLL	138
14. OBJECTIONS.....	150
15. APPEALS	152
16. VALUATION ROLL MAINTENANCE (Updating of Rolls).....	153
 ANNEXURE A: ROLL / PROPERTY DATA AVAILABILITY AND CONFIDENCE LEVELS	 157
ANNEXURE B - AERIAL PHOTOGRAPHY SPECIFICATIONS	162
ANNEXURE C - GIS CADASTRAL LAYER SPECIFICATIONS (PROPERTY REGISTER).....	165
ANNEXURE D – MPRA ROLL DATA: DATA TO BE VERIFIED AND / OR COLLECTED	173
ANNEXURE D – (Template “A1”) MPRA VALUATION ROLL REPORT	183
ANNEXURE D – (Template “A2”) MPRA VALUATION ROLL SUMMARY REPORT	184
ANNEXURE D – (Template “B”) VALUATION ROLL GIS CADASTRAL LAYER.....	185
ANNEXURE D – (Template “C”) MPRA PROPERTY ATTRIBUTE DATA.....	186
ANNEXURE D – (Template “D”) MPRA SALES DATA.....	187
ANNEXURE E – GENERAL VALUATION (GV) CLOSE OUT REPORT.....	188
ANNEXURE F – OBJECTION CLOSE OUT REPORT (GV)	196
ANNEXURE G – APPEAL CLOSE OUT REPORT (GV)	202
ANNEXURE H – SUPPLEMENTARY ROLL MAINTENANCE REPORTS.....	208
ANNEXURE I – AGRICULTURAL GUIDELINES	218
ANNEXURE J – COMMUNAL PROPERTY VALUATION AND RATING GUIDELINES	228
ANNEXURE K – MEMORANDUM OF AGREEMENT	233
ANNEXURE L – BID EVALUATION CRITERIA.....	243

A. GENERAL BID CONDITIONS AND INFORMATION

1. ADVERTISEMENT

GENERAL VALUATION AND PREPARATION OF THE VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2025 AND PREPARATION AND UPDATING OF VALUATION ROLLS FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2030

NKANDLA MUNICIPALITY GENERAL VALUATION ROLL ADVERTISEMENT

BID NUMBER: NKA/BTO003/2023/24

Bids are hereby invited from experienced and suitably qualified service providers to undertake a general valuation and compilation of a new valuation roll and subsequent updating of the valuation roll in terms of the Local Government Municipal Property Rates Act (ACT No 6 of 2004). The date of implementation of the new valuation roll is planned for 1 July 2025.

TENDER DOCUMENTS

The physical address for collection of tender documents is Nkandla Municipality, Finance Department Main Building, Lot 292, Maree Road, Nkandla, upon presentation of a receipt proving prior payment of a non-refundable fee of **R 740.00** (inclusive of VAT), having been made at the Municipal Finance Department (**Only Cash accepted**), or deposited on the municipal bank account: FNB; Account No 62720610717, Branch 220930 (Use company name and bid number as reference). **Tender documents will be available as from 08h00 on Monday ,02 October 2023 until 13h00 on Friday 06 October 2023** and will also be made available on www.nkandla.org.za or www.etenders.gov.za. **A compulsory briefing will be conducted on Thursday 05 October 2023 at 10h00 (Municipal Council Chamber).**

Each tender shall be placed in a sealed envelope, endorsed with tender number and Project Name, and be deposited in the municipal tender box situated at the reception area of the Nkandla Municipality, Lot 292, Maree Road, Nkandla, 3855, not later than **Monday, 20 November 2023 before 11H00 (closing date)**, at which time the tenders will be opened in public. Tenders are to be submitted on the tender documentation provided by the municipality. Late, electronic, or faxed tenders will not be accepted.

SUPPORTING DOCUMENTS AND CONDITIONS FOR THE ABOVE BID

- Proof of registration to the National Treasury central database
- Valid SARS Tax Compliance Status Pin Issue Certificate.
- Company registration documents & certified Directors IDs copies and company profile with previous work experiences includes references must be submitted with the tender document.
- The Nkandla Local Municipality Supply Chain Management Policy will apply.
- The council reserve the right to negotiate further conditions and requirements with the successful bidder and reserves the right not to appoint.
- Tender documents that are late, incomplete, unsigned, faxed or emailed will not be accepted or considered.
- The municipality will accept no responsibility for the late delivery of bids by courier services or any other forms of mailing.
- The Nkandla Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid. Tenders shall remain valid for 60-90 days from the closing date (**20 November 2023**)
- All prices should be inclusive of Value Added Tax (VAT)
- No award will be made to a person who is in the service of the state

Tender will be evaluated and adjudicated according to the following criteria:

Nkandla Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The 80/20 preference point system shall be applicable during the evaluation and adjudication of bids. The amended PPPFA regulation 2022 will be used.

- **First Stage:** Returnable & completeness then Functionality; 100 points (Minimum threshold of 70 points) being 50 points for experience and 50 points for capacity.
- **Second Stage:** Preferential Points System (80/20); 80 for Price and 20 for specific goals. Only bidders who pass the first stage with a minimum of 70 points will then be evaluated further in the second stage. **Detailed evaluation criteria contained in the tender document.**

BID ENQUIRIES

SCM	Ms. L.N Mtshali	Lethiwe.Mtshali@nkandla.gov.za	035 833 2040
Technical enquiries	Ms. S.K Ngobese	Samukelisiwe.Ngobese@nkandla.gov.za	035 833 2070

2. BRIBERY AFFIDAVIT

QUESTION:

Has the Bidder or any of its Directors been offered any bribe or made any promises that the project would be awarded fully or partially to the Bidder, by any Municipal Official/Councillor or anybody who may affect the outcome of the Bid?

YES/NO:

If yes, furnish particulars:

3. BID INFORMATION

1. The entire bid must be read in conjunction with the general bid conditions, the bid quotation document and the bid specification documents and all bids must be submitted on the official forms and documents,
2. This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022, the general conditions of contract (gcc) and, if applicable, any other special conditions of contract,
3. No bids will be considered from persons in the service of the state (as defined in regulation 1 of the local government: municipal supply chain management regulations).

4. The following particulars must be furnished by the Bidder:

4.1 NAME OF BIDDER.....

4.2 POSTAL ADDRESS.....

4.3 STREET ADDRESS.....

4.4 TELEPHONE NUMBER (with code)

4.5 CELLPHONE NUMBER.....

4.6 FACSIMILE NUMBER (with code)

4.7 E-MAIL ADDRESS.....

4.8 VAT REGISTRATION NUMBER

4.9 HAS A PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 HAS BEEN SUBMITTED? (MBD 6.1)

YES/NO

4.11 **TOTAL BID PRICE (INCLUDING VAT) (Total cost of Bid Part A + B + C - cross referenced to Section N of the bid quote document)**

R..... (in figures)

.....) **IN WRITING.**

5. Any enquiries regarding the bid may be directed to:

NKANDLA MUNICIPALITY

Department: BUDGET AND TREASURY OFFICE: REVENUE UNIT

Contact Person: MISS S.K NGOBESE

Telephone number: 035 833 2070

E-mail: Samkelisiwe.Ngobese@nkandla.gov.za

6. The Nkandla Local Municipality reserves the right to accept any Tender or part of any Tender and is not bound to accept the lowest Tender or any other Tender.

- 7. No late, e-mailed, posted or faxed Bids will be accepted.
- 8. The Bid will be evaluated based on the Municipality's supply chain management policy, the Bid Documents and in terms of the 80/20 preference point system, where the 80 points are used for price and the 20 points are used for specific goals and/or for achieving the prescribed RDP goals.

SIGNATURE OF BIDDER
DATE.....
CAPACITY UNDER WHICH THIS BID IS SIGNED.....

4. BID (TENDER) CONDITIONS

4.1 Bid (Tender) Documents

The words Bid and Tender have the same meaning and the successful Bidder/Tenderer will be required to sign a Service Level Agreement with the Nkandla Local Municipality.

4.2 Completion of Specification Documents

- (a) The original Tender Document must be completed fully in **black ink** and signed by the authorised signatory to validate the Tender. All the pages must be initialled the authorised signatory and returned. Failure to do so will result in the invalidation of the Tender.
- (b) The complete original Tender Document must be returned. Missing pages will result in the invalidation/disqualification of the Tender, the submission must be properly arranged and referenced.

4.3 Alteration or Qualification of Tender

No unauthorised alteration of this set of Tender Documents will be allowed. Any unauthorised alteration will disqualify the Tender automatically. Any ambiguity has to be cleared with contact person for the Tender before the Tender closure.

4.4 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this Tender on the Tenderer's behalf must be attached to the Tender Document on submission of same.
- (b) A Tender shall be eligible for consideration only if it bears the signature of the Tenderer or of some person duly and lawfully authorised to sign it for and on behalf of the Tenderer.

4.5 Tax Clearance Certificate

- (a) A valid original Tax Clearance Certificate must accompany the Tender documents. The onus is on the Tenderer to ensure that the Municipality has an original Tax Clearance Certificate on record and obtain confirmation from the Supply Chain Management Unit of the Municipality.
- (b) Tenders not supported by a valid original Tax Clearance Certificate as an attachment to the Tender documents will be invalidated.

4.6 Evaluation of Bids/Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

4.7 Acceptance or Rejection of a Bid/Tender

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

4.8 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

4.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory and Bids/Tenders will not be accepted and disqualified if the Bidder has not attended the compulsory briefing, site or information meetings.

4.10 Stamp and Other Duties

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

4.11 Language of Contract

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

4.12 Procurement Policy

Tenders will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000. And the Preferential Procurement Policy Framework Act 2022 amendments.

4.14 Expenses Incurred in Preparation of Tender

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

4.15 Wrong Information Furnished

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

4.16 Validity Period

Tenders shall remain valid for ninety (90) days after the tender closure date.

4.17 Extension of Contract

The contract with the successful tenderer may be extended subject to Council approval and following the municipality's supply chain management policy, provided funds are available.

4.18 General and Special Conditions of Contract

The General Conditions of Contract as well as Special Conditions of Contract forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tenders.

4.19 Municipal Rates, Taxes and Charges

Any tenderer which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than Thirty days and have not settled before the tender closure date will be disqualified.

4.20 Contact with Municipality after Tender Closure Date

Bidders / Tenderers shall not contact the Nkandla Municipality on any matter relating to their tender from the time of the opening of the tender to the time the contract is awarded. If a tenderer wishes to bring additional information to the notice of the Nkandla Municipality, it should do so in writing to the Nkandla Municipality. Any effort by the firm to influence the

Nkandla Municipality in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tender.

5. STANDARD 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 tendering documents for the receipt of tenders.
 - 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 tenderer, and includes collusive practice among tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer 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 tendering 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 Tender will be manufactured.
- 1.17 "Local content" means that portion of the tendering 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 tendering 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 "Supplier" means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product/service required by the contract.
- 1.28 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These **general conditions** are applicable to all tenders, contracts and orders including tenders for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering 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 tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to tender 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 tender documents and specifications.

5. USE OF CONTRACT DOCUMENTS, INFORMATION AND INSPECTION.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the **contract**, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the **contract**. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 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 tenderer 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 tender documents or another form acceptable to the purchaser; or
 - (b) A cashier's receipt

- 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 ANALYSES

- 8.1 All pre-tendering testing will be for the account of the tenderer.
- 8.2 If it is a tender 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 tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the **contract**, but during the **contract** period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the **contract** requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the 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 goods, which do comply with the requirements of the **contract**. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the **contract** on account of a breach of the **conditions** thereof, or to act in terms of Clause 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 and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the **contract**.

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this **contract**; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the **contract** price for the goods shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

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

15. WARRANTY

- 15.1 The supplier warrants that the goods supplied under the **contract** are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the **contract**. The supplier further warrants that all goods supplied under this **contract** shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the **conditions** prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **contract**, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the **contract**.

16. PAYMENT

- 16.1 The method and **conditions** of payment to be made to the supplier under this **contract** shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the **contract**.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated 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 Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. VARIATION ORDERS

- 18.1 The Bid/Tender is a fixed price Bid/Tender with no variations anticipated and escalations built into the price.

19. ASSIGNMENT

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

20. SUBCONTRACTS

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts notification, in the original Tender 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, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of **contract**.
- 21.3 The right is reserved to procure outside of the **contract** small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated

at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a **supplies contract**, the purchaser shall, without cancelling the **contract**, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the **contract** and to return any goods delivered later at the supplier's expense and risk, or to cancel the **contract** and buy such goods as may be required to complete the **contract** and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

- 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 purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

25. FORCE MAJEURE

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. LIMITATION OF LIABILITY**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in **contract**, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the **contract**, in tort or otherwise, shall not exceed the total **contract** price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. GOVERNING LANGUAGE**
- 29.1 The **contract** shall be written in English. All correspondence and other documents pertaining to the **contract** that is exchanged by the parties shall also be written in English.
- 30. APPLICABLE LAW**
- 30.1 The **contract** shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. NOTICES**
- 31.1 Every written acceptance of a tender 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 Tender 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 tenderer whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred tenderer are in order.
- 32.4 No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal service charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENTS OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a tenderer (s) is / are or a contractor(s) was / were involved in collusive Tendering.
- 35.2 If a tenderer(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 35.3 If a tenderer(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 tender(s) for such item(s) offered, and / or terminate the **contract** in whole or part, and / or restrict the tenderer(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 tenderer(s) or contractor(s) concerned.

6. DECLARATION OF ORGANIZATION: BIDDERS/TENDERERS INFORMATION

COMPLETE AS FULLY AS POSSIBLE, WHERE APPLICABLE

DATABASE: CONSULTANTS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)

1. NAME OF COMPANY

[illegible][illegible]

2. ADDRESS: PHYSICAL

[illegible][illegible]

POSTAL

[illegible][illegible]

CODE

--	--	--	--

WEBSITE
http

[illegible]

E-MAIL

[illegible]

2.1 LOCAL PHYSICAL ADDRESS IN KZN
(If applicable)

[illegible][illegible]

CODE

--	--	--	--

CONTACT PERSON (NAME & DETAILS)

[illegible]

TELEPHONE

[illegible]

FAX

[illegible]

CELL PHONE

[illegible]

1.2 LOCAL PHYSICAL ADDRESS IN NKANDLA LOCAL MUNICIPALITY

[illegible]

CODE

--	--	--	--

APPROXIMATE VALUE	<div></div>	<div></div>	<div></div>
DATES CONTRACTS WERE SIGNED	<div></div>	<div></div>	<div></div>
PAYMENT TERMS	<div></div>		

8. PREVIOUS CONTRACTS WITH NKANDLA LOCAL MUNICIPALITY
(Last Financial Year Only)

CONTRACT NO	<div></div>	<div></div>	<div></div>
APPROXIMATE VALUE	<div></div>	<div></div>	<div></div>

9. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS

NAME	<div></div>
	<div></div>
ADDRESS	<div></div>
	<div></div>
CODE	<div></div>

10. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS
(Name and Qualification)

Initials	Surname	Qualifications
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

11. NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS

	Initials	Surname	Sex	%
11.1	<div></div>	<div></div>	<div></div>	<div></div>
11.2	<div></div>	<div></div>	<div></div>	<div></div>
11.3	<div></div>	<div></div>	<div></div>	<div></div>
11.4	<div></div>	<div></div>	<div></div>	<div></div>
	Initials	Surname	Sex	%
11.5	<div></div>	<div></div>	<div></div>	<div></div>
11.6	<div></div>	<div></div>	<div></div>	<div></div>
11.7	<div></div>	<div></div>	<div></div>	<div></div>

12. INDICATE ON WHICH DATE YOUR BUSINESS
STARTED ITS CURRENT TYPE OF BUSINESS.

--	--

--	--

--	--	--	--

* SIPRO REGISTRATION CERTIFICATE MUST BE ADDED TO THIS PAGE.

WE THE ABOVE DIRECTORS / PARTNERS / MEMBERS, HEREBY CERTIFY THAT THE
ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE _____

DATE: _____

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY)

7. AUTHORITY OF SIGNATORY

Signatories for companies must establish their authority by attaching to this form, a copy of the relevant resolution of the board of directors, duly signed and dated.

An example as shown below:

"By resolution of the board of directors taken on _____ 20 _____

Mr/Me _____

Has been duly authorised to sign all documents in connection with this Tender for contract and any contract which may arise there from on behalf of

(BLOCK CAPITALS) _____

SIGNED ON BEHALF OF THE COMPANY : _____

IN HIS CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

8. FINANCIAL STATEMENTS & BANK REFERENCE

I/We, the undersigned do hereby certify as follows:

A Financial Statements

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer, when requested

B Bank Reference

I/We furnish the following information:

- i. Banker's name : _____
- ii. Banker's address : _____

- iii. Banker's Tel No : _____
- iv. Branch Code : _____
- v. Branch Name : _____

C Account Details

- i. Account Number : _____
- ii. Account Name : _____
- iii. Account type

Savings	Cheque	Other (specify)
---------	--------	-----------------

D. Bank assessment code

Bank Classification:

Bank Codes: Code A

Unreserved for the amount mentioned.

This code is obtained in the case of excellent businesses with unreserved financial positions.

This code is very seldom obtained.

Bank Codes: Code B

Good for the amount mentioned if for business purposes.

It is obtained if the client has a good record and has met his obligations without exception.

Bank Codes: Code C

Good for the amount mentioned provided and it is strictly for business purposes.

This is the report that is generally used, and indicates that the client has a good record and qualifies for a B code, but the amount mentioned may appear high in the case of business requirements.

Bank Codes: Code D

Good for authorized business requirements and a reasonable business risk for the amount mentioned.

This is obtained when a client handles an account in a satisfactory manner, but on a small scale.

Bank Codes: Code E

Amount is regarded as too high.

This means that the amount is too high relative to the client's financial capabilities.

Bank Codes: Code F

Financial position unknown.

This is obtained if the credit information available to the bank is insufficient for expressing an opinion.

Bank Codes: Code G

Cheques are sporadically dishonored.

Bank Codes: Code H

Cheques are frequently dishonored.

Full General Report

A "Full General" report is requested when the credit assessors so decides, and is requested and completed in writing.

Attach the original and stamped bank reference letter to this page. The letter must clearly indicate the status code for the Tender amount for this Tender.

Furthermore, I/We hereby authorize the Employer to approach the above bank for authentication of above statement, or a reference.

SIGNATURE OF BIDDER/TENDERER

DATE

9. SCHEDULE OF PREVIOUS SIMILAR CONTRACTS COMPLETED

The Tenderer must insert in the space provided below, a complete list of at least five (5) years similar contracts awarded to him, **relevant and similar to this contract**. This information shall be deemed to be material to the awarding of the contract.

DESCRIPTION OF WORK COMPLETED (LAST FIVE YEARS)	VALUE OF CONTRACT	CLIENT (Name)	CLIENT (Tel, Fax)	DATE COMPLETED

SIGNATURE OF BIDDER/TENDERER

DATE

10. DECLARATION BY BIDDER IN TERMS OF SUPPLY CHAIN MANAGEMENT POLICY

No.	DESCRIPTION	YES	NO
1	The Bidder/Tenderer declares that the bidder and its Directors have no outstanding tax obligations in accordance with the South African Revenue Services requirements. An original tax clearance certificate must be included in the Bid issued by the South African Revenue Service.		
2.	The Bidder/Tenderer declares that the bidder and its Directors DO NOT owe any outstanding amounts for municipal rates and taxes or municipal services charges to the relevant municipality or municipal entity, or to any other municipality or municipal entity.		
3.	The Bidder/Tenderer declares that it has performed and delivered satisfactorily on previous contracts awarded to it by the municipality or entity or any other organ of state.		
4.	The Bidder/Tenderer declares that Bidder and its Directors have NOT committed a corrupt or fraudulent act in competing for the Bid/Tender.		
5.	The Bidder/Tenderer declares that Bidder and its Directors have NOT committed a corrupt or fraudulent act during the tendering process.		
6.	The Bidder/Tenderer declares that Bidder and its Directors have NOT committed a corrupt or fraudulent act during the tendering process of the contract that will benefit the Bidder / Tenderer its Directors or any official.		
7.	The Bidder/Tenderer declares that Bidder and its Directors have NOT abused the Supply Chain Management System of the Municipality or municipal entity and have NOT committed any improper conduct in relation to such system.		
8.	The Bidder/Tenderer declares that Bidder and its Directors have NOT been convicted for fraud or corruption during the past five years.		
9.	The Bidder/Tenderer declares that Bidder and its Directors have NOT wilfully neglected reneged or failed to comply with any government, municipal or other public sector contract during the past five years.		
10.	The Bidder/Tenderer declares that Bidder and its Directors have NOT 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).		
11.	Is the Bidder/Tenderer, (who is or is not a natural person, of which any Director; Manager; major shareholder or stakeholder) :-		
11.1	A member of any municipal council, any provincial legislature or the National Assembly or the National Council of Provinces; an official of any municipality of municipal entity;		
11.2	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);		
11.3	A member of the board of directors of any municipal entity or a member of the accounting authority of any national or provincial public entity;		
11.4	An employee of Parliament or a provincial legislature; or an advisor or consultant who has an interest in the Supply Chain Management System or in any way participates in the final decision making process.		

Declaration to be signed under a commissioner of oaths – see page 31

Signed by me at _____ this _____ day of _____ 20____.

NAME OF BIDDER

DESIGNATION OF SIGNATORY

**SIGNATURE OF AUTHORISED
PERSON**

DATE

WITNESSES 1

WITNESSES 2

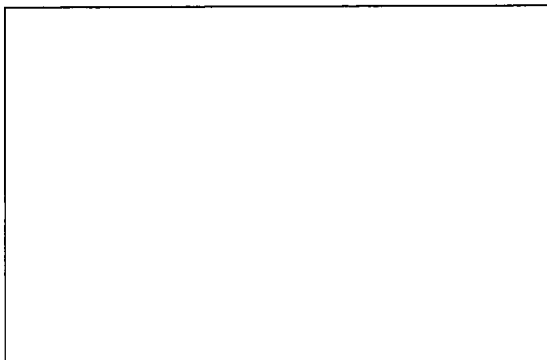
JUSTICE OF PEACE OR COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged that he or she knows and understands
the contents of this affidavit and that it was signed and sworn to before me*

at _____ this _____ day of _____ 20____

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS



OFFICIAL STAMP

NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS

	Initials	Surname	Signature	Date
1.	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		
2.	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		
3.	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		
4.	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		
5.	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		
6.	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		
7.	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		
8.	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>		

NOTE: SAME INFO AS PER ITEM 11.0 ON ANNEXURE A

WE THE ABOVE DIRECTORS / PARTNERS / MEMBERS, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

11. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

- 1 This Municipal Tendering Document (MBD) must form part of all Tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).² Collusive Tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the Tender of any Tenderer if that Tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

¹ Includes price quotations, advertised competitive Tenders, limited Tenders and Tenders.

² Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

(Tender Number and Description)

in response to the invitation for the Tender made by:

NKANDLA LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Tenderer)

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

- (e) The submission of a tender which does not meet the specifications and conditions of the tender; or
- (f) Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and Conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1988 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 Of 2004 or any other applicable legislation.

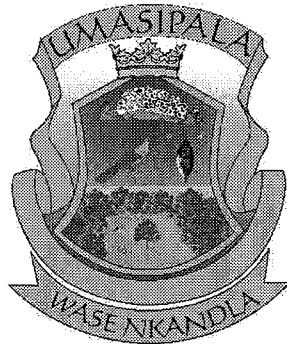
.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, and skill and knowledge in an activity for the execution of a contract.



B – BID QUOTATION DOCUMENT

NKANDLA LOCAL MUNICIPALITY

BID QUOTATION DOCUMENTATION

BID NUMBER: NKA/BTO003/2023/24

**GENERAL VALUATION AND PREPARATION OF A VALUATION
ROLL FOR IMPLEMENTATION 1 JULY 2025 AND
PREPARATION AND UPDATING OF THE VALUATION ROLL FOR
THE PERIOD 1 JULY 2025 TO 30 JUNE 2030**

NAME OF BIDDER:

CONTENTS

SECTION A: SUMMARY OF BID AND ENQUIRIES

SECTION B: CONDITIONS OF BID

SECTION C: INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID

SECTION D: INSTRUCTIONS FOR COMPLETION OF AN ENVELOPE FOR QUOTATION

SECTION E: INSTRUCTIONS FOR DELIVERY OF QUOTATION

SECTION F: COMPULSORILY BRIEFING SESSION

SECTION G: COMPULSORILY BRIEFING SESSION ATTENDANCE CERTIFICATE

SECTION H: HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS REQUIRED TO QUALIFY AS A BIDDER

SECTION I: AUTHORITY TO SIGN A BID

SECTION J: AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

SECTION K: AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

SECTION L: AFFIDAVIT, NOMINATION AND DECLARATION OF GIS AND DATA MANAGER

SECTION M: AFFIDAVIT, NOMINATION AND DECLARATION OF PROJECT MANAGER

SECTION N: PRICING SCHEDULE AND PROJECT WORK PROGRAM

SECTION O: DECLARATION OF COMPUTER EQUIPMENT, SOFTWARE AND INFORMATION TECHNOLOGY SYSTEMS

SECTION P: DECLARATION OF INTEREST

SECTION Q: TAX CLEARANCE CERTIFICATE REQUIREMENTS

SECTION R: DECLARATION WITH REGARD TO PREFERENTIAL POINTS

SECTION S: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

SECTION T: CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

SECTION U: CONTACT DETAILS OF BIDDER

SECTION A

SUMMARY OF BID AND ENQUIRIES

THIS QUOTATION CLOSING AT : 11H00

CLOSING DATE : 20 NOVEMBER 2023 MONDAY

BID NUMBER : NKA/BTO003/2023/2024

DESCRIPTION : GENERAL VALUATION AND PREPARATION OF A VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2025 AND PREPARATION AND UPDATING OF THE VALUATION ROLL FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2030.

CONTRACT PERIODS : General valuation and preparation of a valuation roll from the effective date of the signed Memorandum of Agreement with the Service Provider to 30 June 2025 and

: Preparation and updating of the Valuation roll from 1 July 2025 to 30 June 2030, based on a valuation date of 1 July 2024

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

VALIDITY PERIOD : 90 DAYS

NAME OF BIDDER :

BID ENQUIRIES : Miss S.K Ngobese

TELEPHONE NUMBER : 035 833 2070

PROCUREMENT ENQUIRIES : Mr N Zulu

TELEPHONE NUMBER : 035 833 2052

SECTION B

CONDITIONS OF BID

1. _____ bids to supply all the services described in the BID Specification Document to the Nkandla Municipality (hereafter referred to as the Municipality).
2. _____ (hereafter referred to as the bidder) agrees to the following:
 - (a) The bid price must remain valid for a period of 90 days calculated from the closing time of the bid;
 - (b) The offer shall be open for acceptance by the Municipality during the 90 days;
 - (c) This bid and its acceptance shall be subject to the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), the Municipal Supply Chain Management Regulations, 2005 (Regulation R. 868 of 2005), the Municipality's supply chain management policy and the agreement between the bidder and the Municipality, if the tender is awarded to _____;
 - (d) If the bidder withdraws its bid within the period for which the bidder has agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of the bid or cancel the contract that may have been entered into between the bidder and the Municipality;
 - (e) If the bidder withdraws its bid within the period for which the bidder has agreed that the bid shall remain open for acceptance, the bidder will pay the Municipality any additional expenses incurred by the Municipality having either to accept a less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids;
 - (f) The Municipality has the right to recover additional expenditure incurred by the invitation of fresh bids from monies which may be due to the bidder under this or any other bid;
 - (g) If the bidder's bid is accepted, the acceptance may be communicated to the bidder by registered post, and the South African Post Office Limited shall be treated as delivery agent to the bidder;
 - (h) That the municipality may if required call upon the bidder to present the bidder's proposal to support of the bidder's bid.

(h) The law of the Republic of South Africa shall govern the contract created by the acceptance of the bidder's bid and the bidder chooses *domicilium citandi et executandi* in the Republic at (full physical address):

3. The bidder confirms that it has satisfied itself as to the correctness and validity of its bid: that the prices, rates and preference quoted cover all of the items and the bidder's obligations under a resulting contract, and it accepts that any mistakes regarding the prices and calculations will be at the bidder's risk.
4. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on the bidder under this agreement, as the Principals liable for the due fulfilment of this contract.
5. The declarant agrees that any action arising from this contract may in all respects be instituted against him and the bidder, and hereby undertake to satisfy fully any sentence or judgement which may be pronounced against them as a result of such action.
6. The declarant confirms that the bidder has declared all and any interest that it or any persons related to the bidder's business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

NAME OF DECLARANT

NAME OF BIDDER

SIGNATURE OF DECLARANT

DATE

SECTION C

INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID

1. A bid must be complete in all respects.
2. Bid forms may not be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on the photocopies.
3. A Bidder is advised to check the number of pages and to ensure that no pages are missing or duplicated.
4. No qualifications of a bid will be allowed. A bid that contains conditions that differ from the official bid form will be rejected.
5. Any alteration made by the Bidder must be initialled.
6. Use of correcting fluid is prohibited
7. A bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope, with the name and address of the Bidder, the bid number and closing date indicated on the envelope. The envelope may not contain documents relating to any bid other than that shown on the envelope. A bid contained in an envelope that does contain documents relating to another bid will be rejected.
8. Bidding documents must not be included in packages containing samples. Bids included in packages containing samples may be rejected.
9. All bids received in sealed envelopes will be kept unopened in safe custody until the closing time of the bids. If a bid is received open, it will be sealed. If it is received without a bid number on the envelope, it will be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
10. A box is provided for the receipt of bids. A bid found elsewhere subsequent to the closing date and time of bid will be rejected.

11. The delivery and acceptance of Bids must be in terms of the Municipality's supply chain management policy and a bid will only be accepted if delivered by Hand or by Post. If a bid is sent through the post it will be rejected if it is received after the closing date and time stipulated in the bid documentation. Proof of posting will not be accepted as proof of delivery.

12. Late bids will be rejected.

13. A bid submitted by telefax, telegraphic or other electronic means will be rejected.

14. Bids will be opened in public at 11h00 on 20th of November 2023, in the Nkandla Municipality's Council Chamber, Lot 292 Maree Road, Nkandla 3855 immediately after closing.

15. Where practical, prices are made public at the time of opening bids.

16. The Nkandla Municipality is not compelled to accept the lowest or any bid and may accept any part of a bid. The municipality further reserves the right not to award this bid.

SECTION D

INSTRUCTIONS FOR COMPLETION OF AN ENVELOPE FOR QUOTATION

Envelopes that are not addressed correctly will be rejected. The correct manner in which envelopes must be addressed is as following:

EXAMPLE FORMAT

FRONT SIDE OF ENVELOPE	
Name and address of bidder:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="margin-left: 100px;">PO Box <div style="border-bottom: 1px solid black; height: 1.2em; display: inline-block; width: 150px;"></div></div> <div style="margin-left: 100px;"><div style="border-bottom: 1px solid black; height: 1.2em; display: inline-block; width: 150px;"></div></div> <div style="margin-left: 100px;"><div style="border-bottom: 1px solid black; height: 1.2em; display: inline-block; width: 150px;"></div></div>
Bid Number:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
Description:	GENERAL VALUATION AND PREPARATION OF THE VALUATION ROLL FOR IMPLEMENTATION 01 July 2025 AND PREPARATION AND UPDATING OF VALUATION ROLLS FOR THE PERIOD 1 July 2025 to 30 June 2030.
Closing date:	20 November 2023
Closing time:	11:00 Morning

REVERSE SIDE OF ENVELOPE
Municipality's details and address: The Municipal Manager Nkandla Municipality PRIVATE BAG X161 NKANDLA 3855

SECTION E

INSTRUCTIONS FOR DELIVERY OF QUOTATION

1. DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED IN:

NKANDLA MUNICIPALITY LOT 292 MAREE STREET NKANDLA 3855	THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES: MONDAYS TO THURSDAYS: 8:00am – 16:30pm FRIDAY: 08:00 – 13:30 and up to 11H00 on the closing date.
---	--

SECTION F COMPULSORY BRIEFING SESSION

1. There will be a compulsory briefing session to inform potential bidders of the scope of work and related matters like time frames which need to be met.
2. The details of the briefing session are as following:

DATE : 05 October 2023
TIME : 10H00 morning
VENUE : Nkandla Municipality, Lot 292 Maree Rd, Nkandla, Municipal Council Chamber
3. Bidders who are not aware of how to get to the venue or where the briefing session will be held must contact Miss L.N Mtshali on 035 833 2040 for directions.
4. Bidders are to ensure that the briefing session certificate contained in the bid document is signed at the meeting. Failure to do so will invalidate the bid.

SECTION G

COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE

1. This Section must be completed by the person who attended the compulsory briefing session on behalf of the Bidder.

2. This is to certify I have attended the compulsory briefing session on behalf of the Bidder and that the Bidder is therefore familiar with the circumstances and the scope of the service to be rendered.

NAME OF DECLARANT

NAME OF BIDDER

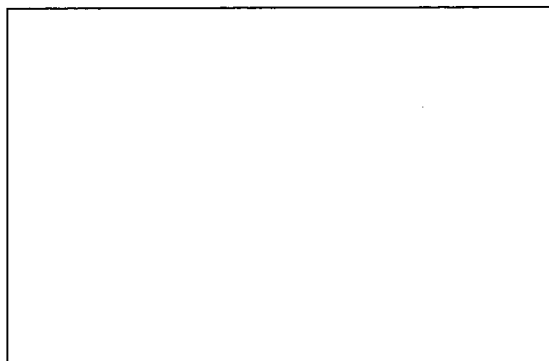
SIGNATURE OF DECLARANT

DATE

NAME OF MUNICIPAL OFFICIAL

SIGNATURE OF MUNICIPAL
OFFICIAL

DATE



MUNICIPAL OFFICIAL STAMP

SECTION H

HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS REQUIRED TO QUALIFY AS A BIDDER

1. The Bidder must provide registered and experienced human resources, systems and documents and must demonstrate sufficient experience and ability in the bid project deliverables and scope of work in order to qualify as a Bidder.
2. The Bidder must prepare and submit its human resource plan with roles and responsibilities to support the delivery of the bid and scope of work. A curriculum vitae and professional registration certificates of the professionally registered resources listed on the plan and their acceptance to be named on this bid, must accompany the resource plan.
- 3 The Bidder must submit proof of Professional Indemnity Insurance for the nominated professional persons held by the Bidder up to the Bid Contract price tendered.
- 4 The Bidder must submit proof of Public Liability Insurance held by the Bidder up to the Bid Contract price tendered.
5. The evaluation criteria will be in terms of Annexure "L" of the bid documents relating to functionality whereby bidders must obtain a minimum of 70% to qualify for evaluation.
6. Bids of Bidders who do not meet the minimum qualifications, experience or systems requirements or which are incomplete will be rejected.

SECTION REFERENCE	COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS	CRITERIA TO BE VERIFIED
SECTION B	Acceptance of Bid conditions	Acceptance of Bid conditions
SECTION G	Compulsory briefing session attendance certificate	Attendance at compulsory briefing session

SECTION REFERENCE	COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS	CRITERIA TO BE VERIFIED
SECTION H	<p>1 & 2. Human resource plan must be provided in accordance with the bid with CV's to support the delivery of the bid and scope of work.</p> <p>1 & 2 The bidder must provide a least two contactable references from municipalities where the bidder carried out and implemented a general valuation successfully in terms of the MPRA</p> <p>3. Professional Indemnity insurance of professional resources to an amount up to the Bid Contract price tendered.</p> <p>4. Public Liability Insurance to an amount up to the Bid Contract price tendered.</p>	<p># 1 & 2 Resource Plan provided to support the bid scope of work</p> <p># 1 & 2 Copy of CV's per resource recorded on the resource plan</p> <p># 1 & 2 Proof of acceptance by the resource to be named in the bid by the resource</p> <p># 1 & 2 Proof of two contactable references submitted</p> <p>3. Proof of Valid Professional Indemnity Insurance for Professional resources listed on the resource plan to an amount up to the Bid Contract price tendered.</p> <p>4. Proof of valid public liability insurance to an amount up to the Bid Contract price tendered.</p>
SECTION I	Authority to sign Bid	Certified copy of resolution from the Bidder

SECTION REFERENCE	COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS	CRITERIA TO BE VERIFIED
SECTION J	<p>AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER</p> <p>Where the Municipal Valuer is not in the full time employ of the Service Provider a copy of the Joint Venture agreement between the parties must be submitted with the bid</p>	<p>(a) Professional Valuer or Professional Associated Valuer (with no restrictions) and with more than 5 years of experience in performing the functions of a municipal valuer as contemplated in section 34 of the MPRA.</p> <p>(b) Detailed CV with relevant and proven property valuation knowledge and experience as municipal valuer performing mass valuations.</p> <p>(c) Affidavit by a Municipal Valuer signed by a Commissioner of Oaths.</p> <p>(d) Certified copy of a valid South African Council for the Property Valuers Profession registration certificate, registered as a professional valuer or professional associated valuer (with no restrictions).</p> <p>(e) Joint Venture agreement signed by Service provider and municipal valuer where applicable.</p> <p>(f) References contacted and verified with proven experience as claimed in the CV.</p>

SECTION REFERENCE	COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS	CRITERIA TO BE VERIFIED
SECTION K	<p>AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER</p> <p>The bidder must submit a separate Section K document for each assistant municipal valuer reflected on the resource plan</p>	<p>(a) Affidavit by all Assistant Municipal Valuers signed by a Commissioner of Oaths.</p> <p>(b) Detailed CV with relevant and proven property valuation knowledge and experience as municipal valuer performing mass valuations.</p> <p>(c) Certified copy of South African Council for the Property Valuers Profession registration certificate.</p> <p>(d) References contacted and verified with proven experience as claimed in the CV.</p>
SECTION L	GIS and Data Manager	<p>(a) more than 3 years' experience in GIS and data management.</p> <p>(b) Detailed CV submitted with relevant experience.</p> <p>(c) Affidavit by the nominated GIS and Data Manager signed by a Commissioner of Oaths.</p> <p>(d) References contacted and verified with proven experience as claimed in the CV.</p>

SECTION REFERENCE	COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS	CRITERIA TO BE VERIFIED
SECTION M	Project Manager	<p>(a) more than 3 years' experience in project management.</p> <p>(b) Detailed CV submitted with relevant experience.</p> <p>(c) Affidavit by the nominated Project Manager signed by a Commissioner of Oaths.</p> <p>(d) References contacted and verified with proven experience as claimed in the CV..</p>
SECTION N	Pricing Schedule (Table 1) and Project Work Programme (Table 2)	Table 1 and Table 2 submitted and completed fully with pricing, milestones (time frames) and deliverables aligned to the bid project work programme.

SECTION REFERENCE	COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS	CRITERIA TO BE VERIFIED
SECTION O	<p>Certification and declaration that the Bidder has -</p> <p>(1) an authorised and licenced, functional and operational “valuation roll management system” (VRMS) in terms of the bid specifications and</p> <p>(2) VRMS Functional Specification document</p> <p>(3) Demonstrated and proven functionality and operation of the VRMS</p> <p>(4) Necessary computer hardware, software and technology systems to perform and deliver the bid scope of work; subject to presentation and demonstration on request by the municipality.</p>	<p>(1) Certification and declaration in terms of section “O” submitted in the bid with necessary authority and licence to use the “valuation roll management system” for this bid and its duration.</p> <p>(2) VRMS Functional Specification document</p> <p>(3) As required by the municipality, demonstrated and proven functionality and operation of the Valuation Roll Management System (VRMS) in terms of the Bid Specification.</p> <p>(4) Necessary computer hardware, software and information technology systems demonstrated.</p>
SECTION P	Declaration of interest	Conflict of interest.
SECTION Q	Original tax clearance certificate stamped and dated by SARS.	Valid/current original tax Clearance Certificate submitted
SECTION R	Declaration with regard to equity submitting a B-BBEE certificate. The B-BBEE certificate must be an original or a certified copy of the original SANAS approved certificate	<p>To verify submitted documents.</p> <p>If not submitted no points to be scored -</p> <p>Optional</p>

SECTION REFERENCE	COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS	CRITERIA TO BE VERIFIED
SECTION S	Declaration of Bidder's past supply chain management practices.	Compliant with supply chain management practices by reference.
SECTION T	Correctness of information supplied.	Correctness of information supplied.
SECTION U	Contact details of Bidder	Contact details of Bidder.

SECTION I
AUTHORITY TO SIGN A BID

A. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I confirm that I am the sole owner of the business trading as_____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

B. COMPANY

A certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or the contract on behalf of the company must accompany the bid.

AUTHORITY BY BOARD OF DIRECTORS

I have been duly authorised by the Board of Directors to sign all documents in connection with this bid on behalf of _____ in my capacity as _____, as per resolution _____, dated _____.

NAME_____
NAME OF BIDDER_____
SIGNATURE_____
DATE_____
WITNESSES 1_____
WITNESSES 2

C. CLOSE CORPORATION

A certified copy of the Founding Statement of the Close Corporation must be included with the bid, together with the resolution by its members authorising a member or other official of the Close Corporation to sign the documents on their behalf.

AUTHORITY BY CLOSE CORPORATION

I have been duly authorised by the members of _____ to
sign all documents in connection with this bid on behalf of _____,
as per resolution _____, dated
_____.

NAME_____
NAME OF BIDDER_____
SIGNATURE_____
DATE_____
WITNESSES 1_____
WITNESSES 2

D. PARTNERSHIP

We, the undersigned partners in the business trading as _____ authorise _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on behalf of _____.

NAME OF PARTNER 1_____
NAME OF BIDDER_____
SIGNATURE_____
DATE_____
WITNESSES 1_____
WITNESSES 2_____
NAME OF PARTNER 2_____
NAME OF BIDDER_____
SIGNATURE_____
DATE_____
WITNESSES 1_____
WITNESSES 2_____
NAME OF PARTNER 1_____
RESIDENTIAL ADDRESS

NAME OF PARTNER 2_____
RESIDENTIAL ADDRESS

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

AUTHORITY BY CO-OPERATIVE

I have been duly authorised by the members of _____ to sign all documents in connection with this bid on behalf of _____, as per resolution _____, dated _____.

NAME_____
NAME OF BIDDER_____
SIGNATURE_____
DATE_____
WITNESSES 1_____
WITNESSES 2

F. JOINT VENTURE

A certified copy of the agreement reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and contract on behalf of the joint venture must be submitted with this bid.

AUTHORITY BY JOINT VENTURE

I have been duly authorised by the members of _____ to sign all documents in connection with this bid on behalf of _____, as per resolution _____, dated _____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

G. CONSORTIUM

A certified copy of the agreement reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and contract on behalf of the joint venture must be submitted with this bid.

AUTHORITY BY CONSORTIUM

I have been duly authorised by the members of _____ to sign all documents in connection with this bid on behalf of _____, as per resolution _____, dated _____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

SECTION J
AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

1. INSTRUCTIONS

- (1) This Section must be completed by the nominated Municipal Valuer.
- (2) A certificate of professional registration as a professional valuer or professional associated valuer (with no restrictions) must be attached to the Bid.
- (3) A detailed CV to be provided by the nominated Municipal Valuer which demonstrates relevant valuation and valuation roll experience of more than 5 years in performing the municipal valuers function as contemplated in section 34 of the MPRA.
- (4) A schedule of contactable references and phone numbers to be provided of current or previous general valuation contracts that you have performed the function of municipal valuer.

Name	Municipality / Designation	Contact number

(5) In terms of section 43 of the MPRA, a Municipal Valuer must disclose any personal or private business interests in property in a municipality and may not perform the valuation of a property in which that valuer, or any spouse, parent, child, partner or business associate of the valuer has a personal or private business interest, and the Municipal Manager must designate a special valuer to perform that valuation. The Municipal Valuer must therefore declare any personal or private business interests in any property in the municipality in terms of section 43(1) (a).

2. PERSONAL DETAILS

Full names _____

I.D. number _____

Professional qualifications _____

Professional registration No. _____

**Years of experience in
municipal valuation** _____

3. WORK EXPERIENCE: MUNICIPAL MASS VALUATIONS

(1) List previous experience.

Name of municipality

Period of valuation roll

No. of properties in roll

Reference

Contact number

(2) List properties included in any of the valuation rolls compiled by you of a special nature or requiring specific skills, i.e. airport, mines, quarries. etc.

Name of municipality

Description of property

Type of property

Method of valuation

(3) Have you compiled any valuation rolls utilising GIS and aerial photography?

YES / NO

If "YES", state particulars

Name of municipality

Period of valuation roll

Reference

Contact number

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

YES / NO

If "YES", state particulars

Name of municipality

Period of valuation roll

Reference

Contact number

(5) Have you appeared in front of a valuation boards in terms of previous legislation or the Valuation Appeal Board?

YES / NO

If "YES", state particulars

Name of municipality

Period of valuation roll

Number of appeals upheld

Number of appeals dismissed

4. PREVIOUS DISQUALIFICATION

(1) Have you ever been disqualified as a valuer?

YES / NO

If "YES", state particulars

(2) Have you been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers or South African Council for the Property Valuers Profession or other recognized professional bodies relating to the valuation profession?

YES / NO

If "YES", state particulars

5. DECLARATION

(1) I hereby make oath and say that:

- (a) this questionnaire was completed by me in full;
- (b) I have not withheld any information in regard to the completion of this questionnaire;
and
- (c) all information supplied by me is true and correct.

(2) I do further declare that I have read all the Bid documents including the Tender Specification Document, the Bid Quotation Document, and the Draft Agreement 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.

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

(4) I hereby agree to my nomination as Municipal Valuer for the Nkandla Local Municipality from the date of appointment and for the period of designation and will abide by professional ethics and the professional valuation standards of the South African Council for the Property Valuers Profession established in terms of section 2 of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000).

Signed by me at _____ this _____ day of _____ 20____.

NAME MUNICIPAL VALUER

NAME OF BIDDER

SIGNATURE MUNICIPAL VALUER

DATE

WITNESSES 1

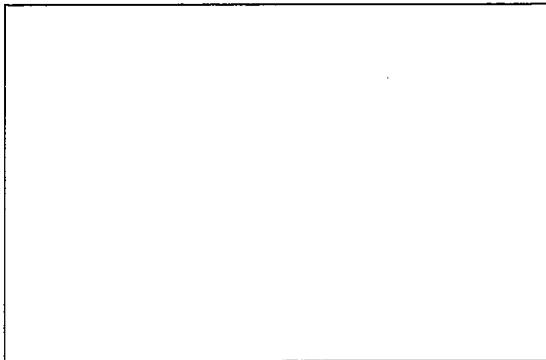
WITNESSES 2

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he or she knows and understands the contents of this affidavit and that it was signed and sworn to before me
at _____ this _____ day of _____ 20_____

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS



OFFICIAL STAMP

SECTION K

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

1. INSTRUCTIONS

- (1) This Section must be completed by the nominated Assistant Municipal Valuer.
- (2) A certificate of professional registration must be attached to the Bid.
- (3) A detailed CV to be provided by the nominated Assistant Municipal Valuer;
- (4) A schedule of contactable references and phone numbers to be provided of current or previous general valuation contracts that you have performed valuation and related work;

Name	Municipality / Designation	Contact number

(5) In terms of section 43 of the MPRA, an assistant municipal valuer must disclose any personal or private business interests in property in a municipality and may not perform the valuation of a property in which that valuer, or any spouse, parent, child, partner or business associate of the valuer has a personal or private business interest, and the Municipal Manager must designate a special valuer to perform that valuation. The assistant municipal valuer must therefore declare any personal or private business interests in any property in the municipality in terms of section 43(1) (a).

2. PERSONAL DETAILS

Full names

I.D. number

Professional qualifications

Professional registration No.

**Years of experience in
municipal valuation**

3. WORK EXPERIENCE: MUNICIPAL MASS VALUATIONS

(1) List previous experience.

Name of municipality

Period of valuation roll

No. of properties in roll

Reference

Contact number

(2) List properties included in any of the valuation rolls compiled by you of a special nature or requiring specific skills, i.e. airport, mines, quarries. etc.

Name of municipality

Description of property

Type of property

Method of valuation

(3) Have you compiled any valuation rolls utilising GIS and aerial photography?

YES / NO

If "YES", state particulars

Name of municipality

Period of valuation roll

Reference

Contact number

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

YES / NO

If "YES", state particulars

Name of municipality

Period of valuation roll

Reference

Contact number

(5) Have you appeared in front of a valuation boards in terms of previous legislation or the Valuation Appeal Board?

YES / NO

If "YES", state particulars

Name of municipality

Period of valuation roll

Number of appeals upheld

Number of appeals dismissed

4. PREVIOUS DISQUALIFICATION

(1) Have you ever been disqualified as a valuer?

YES / NO

If "YES", state particulars

(2) Have you been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers or South African Council for the Property Valuers Profession or other recognized professional bodies relating to the valuation profession?

YES / NO

If "YES", state particulars

5. DECLARATION

(1) I hereby make oath and say that:

- (a) this questionnaire was completed by me in full;
- (b) I have not withheld any information in regard to the completion of this questionnaire;
- and
- (c) all information supplied by me is true and correct.

(2) I do further declare that I have read all the Bid documents including the Tender Specification Document, the Bid Quotation Document, and the Draft Agreement 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.

(3) I hereby agree to my nomination as assistant municipal valuer for the Nkandla Local Municipality from the date of delegation and designation by the Municipal Valuer and for the period of designation and will abide by professional ethics, professional valuation standards of the South African Council for the Property Valuers Profession established in terms of section 2 of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000).

Signed by me at _____ this _____ day of _____ 20_____

**NAME ASSISTANT MUNICIPAL
VALUER**

NAME OF BIDDER

**SIGNATURE ASSISTANT
MUNICIPAL VALUER**

DATE

WITNESSES 1

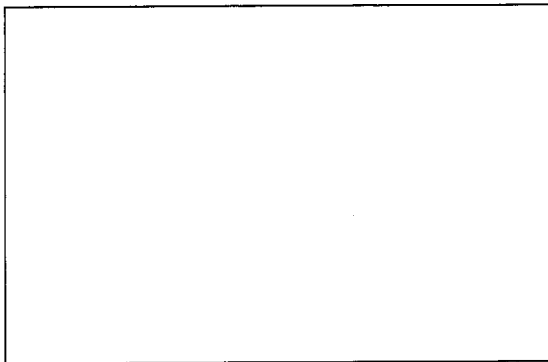
WITNESSES 2

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged that he or she knows and understands
the contents of this affidavit and that it was signed and sworn to before me
at _____ this _____ day of _____ 20_____*

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS



OFFICIAL STAMP

SECTION L
AFFIDAVIT, NOMINATION AND DECLARATION OF GIS AND DATA
MANAGER

1. INSTRUCTIONS

- (1) This Section must be completed by the nominated GIS and Data Manager.
- (2) A detailed CV to be provided by the nominated GIS and Data Manager;
- (3) A schedule of contactable references and phone numbers to be provided of current or previous general valuation contracts that you have performed valuation and related work;

Name	Municipality / Designation	Contact number

2. PERSONAL DETAILS

Full names

I.D. number

Professional qualifications

Professional registration No.

Years of experience in GIS

3. WORK EXPERIENCE:

4. DECLARATION

(1) I hereby make oath and say that:

(a) this questionnaire was completed by me in full;

(b) I have not withheld any information in regard to the completion of this questionnaire;
and

(c) all information supplied by me is true and correct.

(2) I do further declare that I have read all the Bid documents including the Tender Specification Document, the Bid Quotation Document, and the Draft Agreement 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.

(3) I hereby agree to my nomination as GIS and Data Manager for the Nkandla Local Municipality for the period of the contract and will abide by professional ethics, professional valuation standards of the South African Council for Professional and Technical Surveyors established in terms of section 2 of the Professional And Technical Surveyors' Act, 1984 (Act No. 40 of 1984).

Signed by me at _____ this _____ day of _____ 20_____.

NAME GIS AND DATA MANAGER

NAME OF BIDDER

SIGNATURE GIS AND DATA
MANAGER

DATE

WITNESSES 1

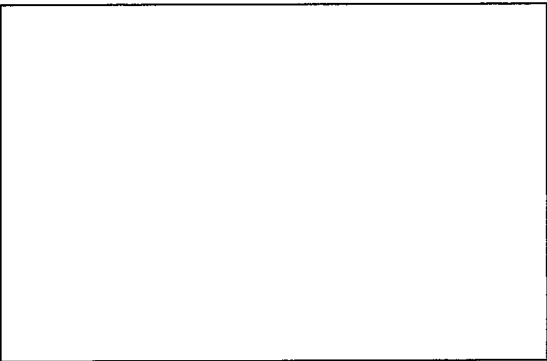
WITNESSES 2

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he or she knows and understands the contents of this affidavit and that it was signed and sworn to before me at
_____ this _____ day of _____ 20_____

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS



OFFICIAL STAMP

SECTION M

AFFIDAVIT, NOMINATION AND DECLARATION OF PROJECT MANAGER

1. INSTRUCTIONS

- (1) This Section must be completed by the nominated Project Manager.
- (2) A certificate of professional registration (if any) must be attached to the Bid.
- (3) A detailed CV to be provided by the nominated Project Manager with a good understanding of managing general valuations and a good knowledge of the MPRA implementation;
- (4) A schedule of contactable references and phone numbers to be provided of current or previous general valuation contracts that you have performed valuation and related work;

Name	Municipality / Designation	Contact number

2. PERSONAL DETAILS

Full names

I.D. number

Professional qualifications

Professional registration No.

**Years of experience in
project management**

3. WORK EXPERIENCE:

4. DECLARATION

(1) I hereby make oath and say that:

(a) this questionnaire was completed by me in full;

(b) I have not withheld any information in regard to the completion of this questionnaire;
and

(c) all information supplied by me is true and correct.

(2) I do further declare that I have read all the Bid documents including the Tender Specification Document, the Bid Quotation Document, and the Draft Agreement 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.

(3) I hereby agree to my nomination as Project Manager for the Nkandla Local Municipality for the period and duration of the contract and will abide by professional ethics.

Signed by me at _____ this _____ day of _____ 20_____.

NAME PROJECT MANAGER

NAME OF BIDDER

**SIGNATURE PROJECT
MANAGER**

DATE

WITNESSES 1

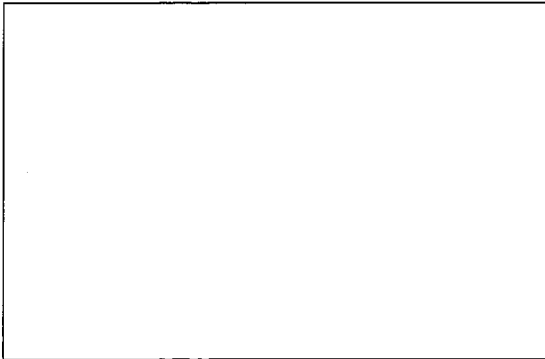
WITNESSES 2

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he or she knows and understands the contents of this affidavit and that it was signed and sworn to before me

at _____ this _____ day of _____ 20_____

TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS



OFFICIAL STAMP

SECTION N

PRICING SCHEDULE AND PROJECT WORK PROGRAMME

1. The Bidder must complete the Pricing Schedule **table 1** below and the cost of the Bid is to be inserted under **"GRAND TOTAL COST OF BID"** which will be the full and final Bid price. The pricing must take cognisance of **Annexure "A"** and **Annexure "D"** of the Bid Specification document regarding data, information and document management with specific reference to the structure, format and content and the provision of data extracts.
2. The Bidder must complete the priced Project Work Programme with realistic time frames as shown in **table 2** below and the total price must be the same as the final Bid price reflected under **"GRAND TOTAL COST OF BID"** (see also clause 3 of the Bid Specification Documentation).
3. The Project Work Programme and cash flow will be managed with reference to table 2 section N, and finalised with the Bidder if the Bidder is appointed as Service Provider.
4. A property count based on the current valuation roll has been included for pricing divided into their categories of property identified (or if available the property use) in the last valuation roll. The new valuation roll when prepared will need to be aligned to the adopted rates policy and category of properties of the municipality and the service provider must familiarise itself with the rates policy and categories of property adopted by the municipality. **As part of the project methodology submission referred to in the Bid Evaluation Criteria Annexure "L", bidders must stipulate their valuation methodology used to inform their pricing of section "N" items where ANNEXURE "J" - VALUATION AND RATING OF COMMUNAL PROPERTY, has reference.**
5. The Bid requires that the designated Municipal Valuer carry out the functions of the Municipal Valuer in terms of the MPRA and specifically section 34 of the MPRA.
6. The Municipality shall retain an amount equal to 10% of all payments to be made to the Bidder. Such retention shall be paid over to the successful service provider within 60 days of the Final Delivery Certificate (General Valuation) having been issued by the Municipality in terms of the Bid. No retention applies to valuation appeals or supplementary valuation rolls in terms of this bid.
7. The Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid in whole or any part. The municipality further reserves the right not to award this bid.
8. Bidders must be fully acquainted with and implement all legislative amendments, policies, guidelines and standards impacting on the MPRA in support of this bid. No additional fees will be payable relating to these amendments during the contact award period.

TABLE 1: PRICING SCHEDULE PER ITEM AND QUANTITY

No	Description	Unit	Quantity	Bid Rate incl VAT	Bid Amount (R) incl VAT
PART A: SCHEDULE OF PER FIXED AMOUNTS: GENERAL VALUATION BID					
1	Project Management Function				
1.1	Project Management Function	Fixed cost item	1		
2	Project Office & Project Establishment				
2.1	Draft & Finalise Project Contract; project program and project cash flow plan aligned to the Bid and Section N	Fixed cost item	1		
2.2	Finalise Sub-Contract Agreements	Fixed cost item	1		
2.3	Establish Project Office and infrastructure	Fixed cost item	1		
2.4	Project Office Overheads	Fixed cost item	1		
2.5	Project Office IT Infrastructure Cost	Fixed cost item	1		
3	Valuation Roll Management System (VRMS) read with clause 10 of the bid specification and Section "O" of the Bid. Includes all data extracts / exports.				
3.1	Valuation Roll Management System installed and tested - confirmed licenced, available, functional and usable with certification and demonstration completed. Includes all data extracts / exports required at least monthly.	Fixed Cost	1		
4.A	Aerial Photography (refer to specifications)				
4A.1	Acquire aerial photography/imagery for the Town (urban) areas only (0.25 resolution)	Fixed cost item	1		
4A.2	Acquire aerial photography/imagery for the balance being Rural/Farm areas only (0.25 resolution)	Fixed cost item	1		

No	Description	Unit	Quantity	Bid Rate incl VAT	Bid Amount (R) incl VAT
4.B	Property Register creation, data support and delivery of components				
4B.1	Identify data sources	Fixed cost item	1		
4B.2	Acquire, clean and prepare data (in addition to 4B.3 and 4B.4 below)	Fixed cost item	1		
4B.3	Deeds office data (ownership and sales data) extracts as per bid document and integration to VRMS	Fixed cost item	1		
4B.4	Prepare and create Property Register which shall comprise an electronic data base of all properties in terms of the bid specifications and best practice	Fixed cost item	1		
4B.5	Prepare and create a Valuation Roll GIS cadastral layer in ESRI shape file format aligned to the property register database as per bid document specifications	Fixed cost item	1		
4B.6	Undertake a record match between the new property register database (valuation roll) records and the <u>valuation roll GIS cadastral layer</u> and produce an exception report with corrective action plan.	Fixed cost item	1		
4B.7	Undertake a record match between the new property register database (valuation roll) records and the <u>rates financial system records</u> and identify mismatches in a report.	Fixed cost item	1		
4B.8	Prepare and create a digitised GIS building footprint (layer) in ESRI shape file format for each building valued using the specified aerial photography. This will <u>not</u> be required where Non-CAMA methodology (individual valuation per property) is applied and where a building is inspected and measured on site with a sketch provided per building.	Fixed cost item	1		
5	Project reports: Data Collection & Capture QA; Sales Review; Market and Valuation Methodology Reports; Close out reports				
5.1	Residential Contract Sales Review/Market Report & Valuation Methodology Report (to be read with annexure D) : 1) Initial market report and (2) final market report	Fixed cost item	1		
5.2	Non-Residential (includes agricultural PSI and special property types) Contract Sales Review/Market Report/ Costs reports & Valuation Methodology Reports (to be read with annexure D): 1) Initial market report and (2) final market report	Fixed cost item	1		

No	Description	Unit	Quantity	Bid Rate incl VAT	Bid Amount (R) incl VAT
5.3	Data Collection, Data Capture and Digitised Building Footprint methodology, quality assurance plans and training manuals.	Fixed cost item	1		
5.4	General Valuation Roll (GV) close out report (Annexure E)	Fixed cost item	1		
5.5	General valuation roll objections / appeals processing: by the municipal valuer in terms of the MPRA as envisaged by Sections 50, 51, 52, 53 and 69 and the bid specifications.	NA	NA	To include in price per property	To include in price per property
5.6	General Valuation Objection processing close out report: including count, value changes and GIS spatial layer update (including Year 1) Annexure F	Fixed cost item	1		
5.7	General Valuation Appeals processing (only attendance at appeal boards can be claimed as quoted under Part D of the schedule).	NA	NA	To include in price per property	To include in price per property
5.8	General Valuation Appeal close out report: including count, value changes and GIS spatial layer update (including Year 1) Annexure G	Fixed cost item	1		
5.9	Collection and upload of photographs (JPEG format and 2 photos per building). To be priced on a rate per property.	Per Property	NA	Not Required	Not Required
	Sub-Total (1.1 to 5.9)		NA		

PART B: SCHEDULE OF PROPERTY PER ENTRY RATES:					
GENERAL VALUATION BID					
6	Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)			Bid Rate incl VAT	Bid Amount (R) incl VAT
	Farms/Agricultural/Rural Communal/PSI/Vacant Land (6.1 to 6.7)				
6.1	Agricultural property [COP s8 MPRA]	No.	87		
6.2	Rural communal property	No.	-		
6.3	Public Service Infrastructure Properties (PSI) – Grouped [COP s8 MPRA]	No.	5		
6.4	Vacant Land	No	367		
6.5	State Trust Land (STL) / Ingonyama trust	No.	109		

PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID					
6	Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)			Bid Rate incl VAT	Bid Amount (R) incl VAT
6.6	Government Owned property – listed under Farms	No.	0		
6.7	Collection of Postal Addresses (Farm/Agricultural/PSI/Rural communal residential) schedule from municipality	No.	87		
	Sub-Total (6.1 to 6.7)		87		
	Residential (6.8 to 6.15)				
6.8	Residential Property [COP s8 MPRA]	No.	694		
6.9	Sectional Title Residential (number of units)	No.	0		
6.10	Low Income Housing	No.	0		
6.11	Vacant Residential Land	No.	0		
6.12	Communal property	No.	0		
6.13	Registered rights to extend (sectional title)	No.	0		
6.14	Registered exclusive use areas (sectional title)	No.	0		
6.15	Collection of Postal Addresses residential	No.			
	Sub-Total (6.8 to 6.15)		NA		
	Non Residential (6.16 to 6.21)				
6.16	Business & Commercial Property [COP s8 MPRA]	No.			
6.17	Industrial Property [COP s8 MPRA]	No.	-		
6.18	Sectional Title – Business	No.	-		
6.19	Vacant Commercial / Industrial	No.			
6.20	Municipal owned property	No.			
6.21	Collection of Postal Addresses (Non residential)	No.			
	Sub-Total (6.16 to 6.21)		NA		
	Specialised Properties (6.22 to 6.61)				
6.22	Abattoirs	No.	0		
6.23	Airports/airfields	No.	0		

PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID					
6	Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)			Bid Rate incl VAT	Bid Amount (R) incl VAT
6.24	Casinos	No.	0		
6.25	Civic Centre/ Community Halls	No.	9		
6.26	Clinics	No.	17		
6.27	Creches	No.	0		
6.28	Golf Courses and Golf estates	No.	0		
6.29	Grain Co-ops	No.	0		
6.30	Grain Depots	No.	0		
6.31	Heavy Manufacturing/Engineering	No.	0		
6.32a	Hospitals (COP Public Service Purpose – used by organ of state)	No.	2		
6.32b	Hospitals (Private)		0		
6.33	Hotel, Resort & Conference Centre	No.	-		
6.34	Courts of Law (COP Public Service Purpose – used by organ of state)	No.	-		
6.35	Libraries	No.	2		
6.36	Military Bases	No.	-		
6.37	Mining Property [COP s8 MPRA]	No.	-		
6.37.1	National and provincial libraries and archives (COP Public Service Purpose – used by organ of state)	No.	-		
6.38	Old Age / Retirement Homes	No.	1		
6.39	Petrol Filling Stations	No.	-		
6.40	Places of Worship	No.	-		
6.41	Police Stations (COP Public Service Purpose – used by organ of state)	No.	2		
6.42	Post Offices	No.	2		
6.43	Power Stations & Substations	No.	-		
6.44	Correctional facilities / Prison (COP Public Service Purpose: used by organ of state)	No.	-		
6.45	Quarry	No.	-		

PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID					
6	Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)			Bid Rate incl VAT	Bid Amount (R) incl VAT
6.46	Racetrack	No.	0		
6.47a	School (COP Public Service Purpose – used by organ of state)	No.	182		
6.47b	School (Private)		0		
6.48	Shopping Centre	No.	0		
6.49	Sports Facilities including Stadiums	No.	-		
6.50	Specialised Non-Market Properties	No.	-		
6.51	Vacant Other Land	No.	-		
6.52	Land Tenure Right (Section 1 of Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1991)	No.	-		
6.53	Protected areas	No.	1		
6.54	Properties used for Eco Tourism	No.	-		
6.55	Properties on which National Monuments are Proclaimed	No.	-		
6.56	Boarding House	No.	-		
6.57	Registered rights to extend (sectional title)	No.	-		
6.58	Registered exclusive use areas (sectional title)	No.	-		
6.59	Public Benefit Organisation Property [COP s8 MPRA]	No.	8		
6.60	Special Purposes property	No.	-		
6.61	Collection of Postal Addresses (Special)	No.	-		
	Sub-Total (6.22 to 6.61)		NA		
	Other property not specified above (6.62 to 6.72) – municipality to specify as required				
6.62		No.	0		
6.63		No.	0		
6.64		No.	0		
6.65		No.	0		

PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID					
6	Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)			Bid Rate incl VAT	Bid Amount (R) incl VAT
6.66		No.	0		
6.67		No.	0		
6.68		No.	0		
6.69		No.	0		
6.70		No.	0		
6.71		No.	0		
6.72	Collection of Postal Addresses	No.	0		
	Sub-Total (6.62 to 6.72)		NA		
I	GRAND TOTAL (A + B) (1.1 to 6.72)		NA		

PART C: VALUATION ROLL MAINTENANCE BID					
Item	Description	Unit	Quantity	Comment	Bid Amount (R) (incl VAT)
7	Updating of valuation rolls: Perform the functions of the municipal valuer, preparation of supplementary valuations and preparation of an annual supplementary valuation roll in terms of the MPRA and Bid specifications with the Annexure "H" report. (table 1 cross ref item 7)				
7.1	Updating of valuations rolls: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) (First Financial Year after GV effective date)	Annual fee (Year 1)	1		

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

PART C: VALUATION ROLL MAINTENANCE BID					
Item	Description	Unit	Quantity	Comment	Bid Amount (R) (incl VAT)
7.3.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum (Third Financial Year after GV effective date) Annexure H	Report Annual fee (Year 3)	1		
7.4	Updating of valuations rolls: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) (Fourth Financial Year after GV effective date)	Annual fee (Year 4)	1		
7.4.1	Updating of Valuation Roll GIS Cadastral layer: In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. (Fourth Financial Year after GV effective date)	Annual fee (Year 4)	1		
7.4.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum (Fourth Financial Year after GV effective date) Annexure H	Report Annual fee (Year 4)	1		
7.5	Updating of valuations rolls: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) (Fifth Financial Year after GV effective date)	Annual fee (Year 5)	1		
7.5.1	Updating of Valuation Roll GIS Cadastral layer: In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. (Fifth Financial Year after GV effective date)	Annual fee (Year 5)	1		
7.5.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum (Fifth Financial Year after GV effective date) Annexure H	Report Annual fee (Year 5)	1		
SUB TOTAL (7.1 to 7.5.2)					

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

PART D: SCHEDULE OF RATES: GENERAL VALUATION BID (NOT PART OF BID PRICE) Must be priced for bid validity					
Item	Description	Unit	Quantity	Comments	Bid Amount incl VAT
9	Attendance at appeal board meetings by the municipal valuer or by the representative assistant municipal valuer (by delegation) for appeal hearings and objection reviews. Based on actual attendance and evidence of the official approved attendance register of the appeal board.				
9.1	Attendance at Appeal Board meetings by the Municipal Valuer	Per Appeal	1		
9.2	Attendance at Appeal Board meetings by the delegated assistant municipal valuer	Per Appeal	1		
9.3	Vehicle travel to attend appeal board hearings and meetings	Per Km	1		

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

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

SECTION O

DECLARATION OF COMPUTER EQUIPMENT, SOFTWARE AND INFORMATION TECHNOLOGY SYSTEMS

1. The Bidder hereby certifies and declares that the Bidder has (1) an authorised and licenced, functional and operational "valuation roll management system" (VRMS) in terms of the bid specifications and (2) the necessary computer hardware, software and technology systems to perform and deliver the bid scope of work for the duration of the bid for the Nkandla Local Municipality for Implementation 1 July 2024 and valuation roll maintenance for the period 1 July 2024 to 30 June 2029. The bidder must submit the authority and licence to use the VRMS and the VRMS functional specification document with the bid and may also be requested to **present and demonstrate** the valuation roll management system on request by the municipality.

2. The Bidder accepts that the Nkandla Local Municipality will not, except for the valuation roll management system (under Section "N" pricing), compensate the Bidder for any other systems, systems training, computer hardware, software and technology systems during the period of the contract which are necessary to undertake the general valuation for the Nkandla Local Municipality for Implementation 1 July 2024 and valuation roll maintenance for 1 July 2024 to 30 June 2029.

NAME OF DECLARANT

NAME OF BIDDER

SIGNATURE OF DECLARANT

DATE

WITNESSES 1

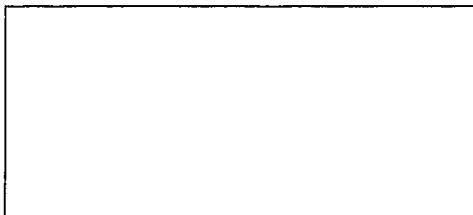
WITNESSES 2

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he or she knows and understands the contents of this affidavit and that it was signed and sworn to before me

at _____ this _____ day of _____ 20_____

TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS



OFFICIAL STAMP

SECTION P
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the Nkandla Local Municipality, or persons who act on behalf of the Nkandla Local Municipality or persons having a kinship with persons employed by the Nkandla Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of the possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the Nkandla Local Municipality, or to persons who act on behalf of the Nkandla Local Municipality, or to persons connected with or related to them, it is required that the bidder or shall declare the Bidder's position with the evaluating authority and take an oath declaring the bidder's interest, where –

- (a) the Bidder is employed by the Nkandla Local Municipality or acts on behalf of the Nkandla Local Municipality; and
- (b) the legal person on whose behalf the bid document is signed, has a relationship with a person who is involved with the evaluation of the bid, or where it is known that such a relationship exists between the person or persons for whom or on whose behalf the declarant acts and persons who are involved with the evaluation of the bid

2. Are you or any person connected with the bid employed by the Nkandla Local Municipality?

YES / NO

If "YES", state particulars:

3. Do you or any person connected with the bid, have a relationship (family, friend, other) with a person employed by the Nkandla Local Municipality, concerned with any Bid Committee or Supply Chain Management Unit, and who may be involved with the evaluation or adjudication of this bid.

YES / NO

If "YES", state particulars

4. Are you or any person connected with the bid aware of any relationship (family, friend, other) between another bidder and any person employed by the Nkandla Local Municipality, concerned with any Committee or Supply Chain Management Unit, who may be involved with the evaluation or adjudication of this bid?

YES / NO

If "YES", state particulars

NAME OF DECLARANT

NAME OF BIDDER

SIGNATURE OF DECLARANT

DATE

SECTION Q

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

2. The **ORIGINAL TAX CLEARANCE CERTIFICATE** must be submitted together with the bid stamped and dated by SARS. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

3. In bids where consortiums, joint ventures or sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

SECTION R

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 Points for this tender shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION S

BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. **Section S must be completed by the Nkandla Local Municipality.**

2. Is the Bidder of sound financial standing (according to credit check)?

YES / NO

If "NO", state particulars

3. Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?

If "YES", state particulars

4. 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) (see www.treasury.gov.za)?

If "YES", state particulars

5. Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

6. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

SECTION T

CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

1. I, the undersigned, certify that I am duly authorised on behalf of the Bidder –
- (a) to certify that the information supplied in terms of this document is correct and true; and
 - (b) to acknowledge that the bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Nkandla Local Municipality, if requested to do so.
2. If the information supplied in this document is found to be incorrect or false, the Nkandla Local Municipality, in addition to any remedies it may have, may –
- (a) recover from the Bidder all costs, losses or damages incurred or sustained by the Nkandla Local Municipality as a result of the award of the contract, and
 - (b) cancel the contract and claim any damages which the Nkandla Local Municipality may suffer by having to make less favourable arrangements after the cancellation.

Signed by me at _____ this _____ day of _____ 20_____.

NAME

NAME OF BIDDER

SIGNATURE

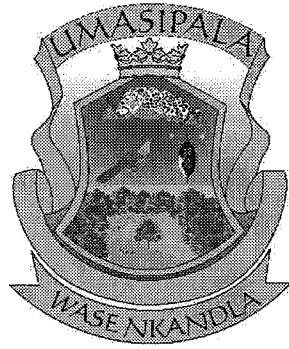
DATE

WITNESSES 1

WITNESSES 2

SECTION U
CONTACT DETAILS OF BIDDER

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	



C – BID SPECIFICATION DOCUMENT

NKANDLA MUNICIPALITY

BID SPECIFICATION DOCUMENTATION

BID NUMBER: NKA/BTO003/2023/24

**GENERAL VALUATION AND PREPARATION OF A VALUATION
ROLL FOR IMPLEMENTATION 1 JULY 2025 AND
PREPARATION AND UPDATING OF THE VALUATION ROLL FOR
THE PERIOD 1 JULY 2025 TO 30 JUNE 2030**

NAME OF BIDDER

CONTENTS

C – BID SPECIFICATION DOCUMENT	107
1. DEFINITIONS	111
2. PROJECT OBJECTIVE	115
3. PROJECT DELIVERABLES AND WORK PROGRAM	116
5. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY	122
6. PROJECT START DATE	123
7. COMPULSORY HUMAN RESOURCES, SYSTEMS, DOCUMENTS AND COMPETENCIES REQUIRED TO QUALIFY AS A SERVICE PROVIDER (Read with Section “H” Bid Quote Document).....	123
8. VERIFICATION OF THE MUNICIPAL VALUER, ASSISTANT MUNICIPAL VALUERS AND HUMAN RESOURCES	125
9. MPRA AND VALUATION STANDARDS, QUALITY ASSURANCE AND MONITORING	125
10. VALUATION ROLL MANAGEMENT SYSTEM (VRMS)	129
11. DATA SECURITY AND RECOVERY	133
12. PROPERTY REGISTER – PART A (VALUATION ROLL)	134
13. GENERAL VALUATION AND VALUATION ROLL.....	138
14. OBJECTIONS	150
15. APPEALS	152
16. VALUATION ROLL MAINTENANCE (Updating of Rolls)	153

ANNEXURE A: ROLL / PROPERTY DATA AVAILABILITY AND CONFIDENCE LEVELS.....	157
ANNEXURE B - AERIAL PHOTOGRAPHY SPECIFICATIONS.....	162
ANNEXURE C - GIS CADASTRAL LAYER SPECIFICATIONS (PROPERTY REGISTER).....	165
ANNEXURE D – MPRA ROLL DATA: DATA TO BE VERIFIED AND / OR COLLECTED.....	173
ANNEXURE D – (Template “A1”) MPRA VALUATION ROLL REPORT.....	183
ANNEXURE D – (Template “A2”) MPRA VALUATION ROLL SUMMARY REPORT.....	184
ANNEXURE D – (Template “B”) VALUATION ROLL GIS CADASTRAL LAYER	185
ANNEXURE D – (Template “C”) MPRA PROPERTY ATTRIBUTE DATA	186
ANNEXURE D – (Template “D”) MPRA SALES DATA	187
ANNEXURE E – GENERAL VALUATION (GV) CLOSE OUT REPORT	188
ANNEXURE F – OBJECTION CLOSE OUT REPORT (GV)	196
ANNEXURE G – APPEAL CLOSE OUT REPORT (GV)	202
ANNEXURE H – SUPPLEMENTARY ROLL MAINTENANCE REPORTS	208
ANNEXURE I – AGRICULTURAL GUIDELINES	218
ANNEXURE J – COMMUNAL PROPERTY VALUATION AND RATING GUIDELINES	228
ANNEXURE K – MEMORANDUM OF AGREEMENT	233
ANNEXURE L – BID EVALUATION CRITERIA	243

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proxy Sale—means an independent control valuation is determined and used as substitute for a sale to support the application of computer assisted mass appraisal techniques where insufficient market sales evidence is available in a homogenous area.

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

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

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

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

2. PROJECT OBJECTIVE

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

- (a) create a property register;
- (b) undertake a general valuation and prepare a valuation roll of all rateable properties;
- (c) capture / upload all necessary data to a valuation roll management system (VRMS);
- (d) assist with the resolution of objections by review;
- (e) assist with the resolution of appeals;
- (f) undertake valuation roll maintenance and prepare supplementary valuation rolls;
- (g) provide systems and reporting to support the valuation roll and;
- (h) prepare and submit reports to the municipality on the valuation roll.

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

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

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

3. PROJECT DELIVERABLES AND WORK PROGRAM

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

PROJECT WORK PROGRAM

Task ID	Part A, B and C : Deliverables and work program
1	Project Management Function
1.1	Project Management Function: provide and manage a project plan for the implementation of the general valuation; manage and report on project deliverables and milestones; manage and report on project progress and project payments; attend Municipal steering committee meetings at least monthly; manage and report on project risk; manage daily, weekly and monthly data backups in terms of data management
2	Project Office & Project Establishment
2.1	Draft & Finalise Project Contract (MOA), project program and project cash flow plan
2.2	Finalise Sub-Contract Agreements
2.3	Establish Project Office and infrastructure
2.4	Project Office Overheads
2.5	Project Office IT Infrastructure Cost
3	Valuation Roll Management System (VRMS)
3.1	Provision of functional and operational Valuation Roll Management System: Certification and operation demonstrated. Includes all data extracts / exports required at least monthly. <ul style="list-style-type: none"> • VRMS installed and operational • VRMS Valuation of property • VRMS data import and export facility • VRMS create, read and search, update and delete functionality for roll data • VRMS reporting facility • Ability to capture and store Deeds Office data • Ability to store history of data with audit trails • Integration VRMS with GIS • Manage objections and appeals processing as per MPRA • Demonstrated security of data for the roll • Ability to produce valuation rolls and supplementary rolls • Ability to generate and print section 49 of MPRA as well as Valuation Certificates and other municipal valuer notices in terms of the MPRA
3.2	Integration of Valuation Roll Management System with Rates financial management system
3.3	VRMS Service Level Agreement
3.4	Hard Copy & Electronic Data Storage, Back-Up and Retrieval Plan
3.5	Hard Copy & Electronic Data Storage, Back-Up and Retrieval
4.A	Aerial Photography (refer to specifications)
4A.1	Acquire aerial photography/imagery for the Town (urban) areas only (0.25 resolution)
4A.2	Acquire aerial photography/imagery for the balance being Rural/Farm areas only (0.25 resolution)
4.B	Property Register preparation for the general valuation
4B.1	Identify data sources
4B.2	Acquire, clean and prepare data (in addition to 4.3 and 4.4 below)

Task ID	Part A, B and C : Deliverables and work program
4B.3	Deeds office data (ownership and sales data) extracts as per bid document and integration to VRMS
4B.4	Prepare and create Property Register which shall comprise an electronic data base of all properties in terms of the bid specifications and best practice
4B.5	Prepare and create a Valuation Roll GIS cadastral layer in ESRI shape file format aligned to the property register database as per bid document specifications
4B.6	Undertake a record match between the new property register database (valuation roll) records and the <u>valuation roll GIS cadastral layer</u> and produce an exception report with corrective action plan.
4B.7	Undertake a record match between the new property register database (valuation roll) records and the <u>rates financial system records</u> and identify mismatches in a report.
4B.8	Prepare and create a digitised building footprint plan (layer) in ESRI shape file format for each building valued using the specified aerial photography. This will <u>not</u> be required where Non-CAMA methodology (individual valuation per property) is applied and where a building is inspected and measured on site with a sketch provided per building.
5	Project Sales Review; Market and Valuation Methodology Reports
5.1	Residential Contract Sales Review/Market Report & Valuation Methodology Report (to be read with annexure D) : 1) Initial market report and (2) final market report and to include <ul style="list-style-type: none"> • Sales cadastral plans • Schedule of all usable sales reviewed in preparation for the general valuation • Data collection sales review forms per property • Provide data extracts in terms of applicable standards and the bid specifications
5.2	Non-Residential (includes agricultural PSI and special property types) Contract Sales Review/Market Report/ Costs reports & Valuation Methodology Reports (to be read with annexure D): 1) Initial market report and (2) final market report and must include <ul style="list-style-type: none"> • Sales cadastral plans • Schedule of all usable sales reviewed in preparation for the general valuation • Building cost report for specialised properties • Data collection sales review forms per property • Provide data extracts in terms of applicable standards and the bid specifications • Valuation templates
5.3	Data Collection, Data Capture and Digitised Building Footprint methodology, quality assurance plans and training manuals.
5.4	General Valuation Roll (GV) close out report (Annexure E)
5.5	General valuation roll objections / appeals processing: by the municipal valuer in terms of the MPRA as envisaged by Sections 50, 51, 52, 53 and 69 and the bid specifications.
5.6	General Valuation Objection processing close out report: including count, value changes and GIS spatial layer update (including Year 1) Annexure F
5.7	General Valuation Appeals processing (only attendance at appeal boards can be claimed as quoted under Part D of the schedule).
5.8	General Valuation Appeal close out report: including count, value changes and GIS spatial layer update (including Year 1) Annexure G
5.9	Collection and upload of photographs (JPEG format and 2 photos per building). To be priced on a rate per property if required.
6	Data collection RESIDENTIAL (table 1 cross ref to No. 6 section N Bid quote)
6.1	Develop and submit Data Collection/Data Capture methodology and a digitised building footprint GIS methodology plan

Task ID	Part A, B and C : Deliverables and work program
6.2	Prepare & submit data collection and data capture training manuals & Data collection forms per property type (to be read with Annexure D)
6.3	Recruit & Train data collectors
6.4	Collect / Verify and Capture Data (data, digitised building footprints – GIS layer, sketches, photos etc): undertake quality assurance in terms of Bid document
6.5	Collect / Verify and Capture Postal Address Data
6.6	Quality assurance Data Review
6.7	Maintain data
6.8	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
7	RESIDENTIAL Valuations (table 1 cross ref to No. 6 section N Bid quote)
7.1	Generate values (Draft Value per property/Draft Valuation Roll) <ul style="list-style-type: none"> CAMA models and mass valuation methodology
7.2	Undertake Value Review and quality assurance <ul style="list-style-type: none"> Identify anomalies Sales ratio study (assessed value versus sale price) Report on final values which deviated by more than 10% from original draft values Adjust values where necessary
7.3	Value Finalisation with Final Values, Photographs and Sketches available / uploaded to the VRMS (Final Value per property / final valuation roll)
7.4	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
8	Data collection NON RESIDENTIAL (table 1 cross ref to No. 6 section N Bid quote)
8.1	Develop and submit Data Collection/Data Capture methodology and a digitised building footprint GIS methodology plan
8.2	Prepare & submit training manuals & Data collection forms (to be read with annexure D)
8.3	Collect / Verify and Capture Data (data, digitised building footprints – GIS layer, sketches, photos etc): undertake quality assurance in terms of Bid document
8.4	Collect / Verify and Capture Postal Address Data
8.5	Quality assurance Data Review
8.6	Maintain data
8.7	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
9	Non Residential Valuations (table 1 cross ref to No. 6 section N Bid quote)
9.1	Valuations (draft values)
9.2	Undertake Value Review and Quality Assurance <ul style="list-style-type: none"> Identify anomalies by reviewing units of comparison over values Report on final values which deviated by more than 10% from original draft values Adjust values where necessary
9.3	Value Finalisation with Final Values, Photographs and Sketches available / uploaded to the VRMS (Final Value per property / final valuation roll)

Task ID	Part A, B and C : Deliverables and work program
9.4	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
10	Valuation roll
10.1	Compile and print Final General Valuation Roll certified by the Municipal valuer and hand over to municipal manager. Generate section 49 (1) of MPRA for external printing
10.2	Upload the General Valuation Roll and Objections forms to designated Website
10.3	Close out report - General Valuation Annexure E (table 1 cross ref to No. 5.4)
10.4	Provision and submission of all General Valuation data, documents, reports and information generated from the general valuation in terms of the bid specifications and the MPRA
11	General Valuation Objections / Appeals processing and management (table 1 cross ref No. 5.5 & 5.6)
11.1	Process objections GV <ul style="list-style-type: none"> Record objections in database Respond in writing to objectors Consider objections and adjust value, if appropriate Make available sales evidence in support of decision upon request Provide written reasons for adjustments greater than 10% GIS cadastral layer of objections received with decisions and changes Notify objectors in writing of decision Provide written reasons to objectors for adjustment upon request from objectors
11.2	Close out report on objections Annexure F (table 1 cross ref item 5.6)
11.3	Process Appeals GV <ul style="list-style-type: none"> Record appeals in database (roll) Make available sales evidence in support of decision upon request Represent the Municipality at Valuation Appeal Board hearings GIS cadastral layer of appeals received with decisions and changes
11.4	Close out report GV appeals Annexure G (table 1 cross ref item 5.8)
12	Updating of valuation rolls: Perform the functions of the municipal valuer, preparation of supplementary valuations and preparation of an annual supplementary valuation roll in terms of the MPRA and Bid specifications with the Annexure "H" report. (table 1 cross ref item 7)
12.1	Updating of valuations rolls: Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) (First Financial Year after GV effective date)
12.1.1	Updating of Valuation Roll GIS Cadastral layer: In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. (First Financial Year after GV effective date)
12.1.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum (First Financial Year after GV effective date) . Annexure H

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

Task ID	Part A, B and C : Deliverables and work program
12.5.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum (Fifth Financial Year after GV effective date) Annexure H
13	Valuation roll management system (VRMS) (Available, licenced and functional as per bid and bid specifications) (table 1 item cross ref with No. 8 section N Bid quote). Includes all data extracts / exports required at least monthly.
13.1	VRMS Licence SLA Year 1 (first Financial Year after GV effective date)
13.2	VRMS Licence SLA Year 2 (second Financial Year after GV effective date)
13.3	VRMS Licence SLA Year 3 (third Financial year after GV effective date)
13.4	VRMS Licence SLA Year 4 (fourth Financial Year after GV effective date)
13.5	VRMS Licence SLA Year 5 (fifth Financial Year after GV effective date)

4. LEGISLATIVE CHANGES

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

5. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

(1) The current valuation roll is due to expire on 30 June 2024 with the last general valuation date of implementation being 1 July 2024. A request to extend the validity of the roll to 30 June 2024 is being submitted to the MEC in terms of section 32 of the MPRA. Therefore, for the purposes of this bid the bidder must assume that the current valuation roll will be valid to 30 June 2024.

During the period of the valuation roll, 4(Four) supplementary valuation rolls have been produced with the last supplementary valuation roll having been implemented on 1 August 2023.

(2) The Municipality shall provide the following information –

(a) Information on data availability and confidence levels as per **Annexure A** to assist with the bid pricing.

(b) The number of properties with associated actual use / category of property type is inserted into the pricing schedule Section N of the Bid quotation Document for the current valuation roll with a summary of the current valuation roll and categories of property provided in the table (i) and (ii) below –

(i) Table of Nkandla Municipality - Current Roll properties (Part of Section “N” Part B):

Category of Property (Code)	Category of Property (Description)	Roll Count	Total Roll Extent (m ²)	Total Roll Value (R)
AGR	Agriculture	87	2 620 877 452	193 368 791.00
BUS	Business	36	195 562	144 680 000.00
PRO	Protected Area	1	23 564 599	7 000 000.00
PSI	Public Service Infrastructure	5	524 569	5 000.00
WOR	Place of Worship	3	12,141	4 040 000.00
MUP	Multiple Use Property	37	2 960 145 396	-
VAC	Vacant Land	211	5 712 994	19 918 000.00
RES	Residential	694	516 732	223 345 000.00
SPL	Specialized Area	15	124,722	22 130 000.00
PSP	Public Service Purpose	209	3 517 644	1 111 100 000.00
MUN	Municipal	196	1 639 436	56 040 000.00
PBO	Public Benefit Organization	2	2 11 335	420 000.00
TOTALS		1 417	5 617 042 582	1 782 046 791.00

(c) an electronic extract of the current valuation roll (Part A) consolidated shall be made available by the municipality.

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

6. PROJECT START DATE

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

7. COMPULSORY HUMAN RESOURCES, SYSTEMS, DOCUMENTS AND COMPETENCIES REQUIRED TO QUALIFY AS A SERVICE PROVIDER (Read with Section "H" Bid Quote Document)

(1) The Service Provider must provide a human resources plan as contemplated in Section "H" and provide named resources, each with their capability profile and CV's, demonstrated knowledge and experience in their assigned function.

(2) The resource plan must include the following key resources, the numbers assigned and their percentage availability –

(a) a Municipal Valuer with at least 5 years of experience in performing the functions of a Municipal Valuer as contemplated in section 34 of the MPRA, and who must be registered as a Professional Valuer or Professional Associated Valuer (with no restrictions) with the South African Council for the Property Valuers Profession in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000);

(b) Assistant Municipal Valuers who must be registered as a Professional Valuer, Professional Associated Valuer or Candidate Valuer with the South African Council for the Property Valuers Profession in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000);

(c) a GIS and Data Manager with at least 3 years' experience in GIS and data management;

(d) a Project Manager with at least 3 years' experience in project management;

(e) data collectors; and

(f) data capturers and administrative staff.

(3) The bidder with reference to the municipal valuer, the resource plan and the bid must demonstrate competencies, knowledge and experience in the following areas –

- (a) individual valuation of property,
- (b) mass valuation of property,
- (c) mass appraisal techniques and practices,
- (d) deeds registry office, the office of the surveyor general and associated information,
- (e) property register development and maintenance,
- (f) geographical information systems (GIS),
- (g) valuation roll data collection,
- (h) valuation roll data capture, management and security,
- (i) categorisation of property for rating,
- (j) market research and sales analysis,
- (k) communication and reporting,
- (l) quality assurance and performance monitoring,
- (m) objections and appeals processing and defence,
- (n) hardware and software: valuation roll management systems,
- (o) project management.

(4) The Service Provider must comply with the provisions of the bid document specifications in terms of clause 10 and Section "O" of the bid quote document.

(5) The Bidder must submit proof of Professional Indemnity Insurance for the nominated professional persons up to the Bid Contract price tendered.

(6) The Bidder must submit proof of Public Liability Insurance held by the Bidder to an amount of the contract price tendered.

(7) The Service Provider must complete the Bid Quotation Documentation and submit all the documents required in terms thereof.

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

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

9. MPRA AND VALUATION STANDARDS, QUALITY ASSURANCE AND MONITORING

(1) Steering Committee and project / cost monitoring

The successful Service Provider will be required to attend monthly steering committee meetings at the municipality and prepare and present reports on project progress, and the municipality will measure the progress and project claims against the project work program, the bid pricing, the scope of work and the bid specifications.

Progress claims by the service provider will only be approved once the municipality is satisfied that the bid scope of work has been delivered.

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

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

With reference to the above, the Service Provider must consider and take account of the recognised valuation practices, methods and standards such as the International Valuation Standards (IVS) on valuations, the International Association of Assessing Officers (IAAO) technical standards, as amended from time to time, and in addition the specifications of this bid.

(3) Data collection quality assurance

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

(b) Data can only be collected by designated data collectors who must record data on the approved data collection forms (field sheets) and in accordance with the approved data collection manuals. Data collection may include the collection of digital

photographs. The data collector must record their full name or data collector code on the data collection form.

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

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

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

(f) Measures of data quality will be against –

(i) administrative data of the property and ownership,

(ii) category of property; and

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

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

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

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

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

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

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

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

(4) Data capture/upload quality assurance

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

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

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

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

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

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

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

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

(5) Quality control: Data measurement and accuracy

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

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

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

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

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

(c) A quality control program is necessary to ensure that data accuracy standards are achieved and maintained. Independent quality control inspections should occur immediately after the data collection phase begins.

The inspection process should review samples of work for completeness and accuracy and keep tabulations of items coded correctly or incorrectly, so that statistical tests can be used to determine whether accuracy standards have been achieved. Stratification by geographic area, property type, or individual data collector can help detect patterns of data error. Data that fails to meet quality control standards should be re-collected.

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

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

(6) Maintaining valuation quality and accuracy

Valuation quality and accuracy must be maintained by –

- (a) undertaking a sales review;
- (b) undertaking a value review;
- (c) observing the International Valuation Standards (IVS);
- (d) observing the technical standards of the International Association of Assessing Officers (IAAO) as well as any valuation standards, methods and guidelines developed and adopted by KZN-COGTA and/or SACPVP.
- (e) undertaking a ratio study of valuations to sales prices and other appropriate statistical measures to establish the accuracy of valuations including the relative treatment of higher value and lower value property and report on the consistency and uniformity of values placed on the roll as envisaged by section 82 (2) of the MPRA and in accordance with mass valuation standards and practices.

10. VALUATION ROLL MANAGEMENT SYSTEM (VRMS)**(1) Introduction**

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

(2) General functionality

The Service Provider must supply the valuation roll management system (VRMS) in terms of the bid for the duration of the bid and ensure that system functionality, system operability and security of data is maintained to deliver the scope of the bid. To be read in conjunction with Section "O" of the bid quotation document.

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

- a) be able to support the production of the property register (valuation roll part A), the production of valuation rolls, the management of property, sales and valuation data and the valuation of property.
- b) cater for the management, maintenance and production of valuation rolls with reference to the MPRA and these standards.
- c) be capable of creating, editing, updating, deleting, archiving, storage and searching of data and records applicable to the valuation roll and must include the property data and sales file records and provide for a full history of any changes for audit purposes.
- d) be capable of storing and accessing the previous valuation roll records and values for any enquiry and for audit purposes.
- e) be able to cater for a unique property identifier for each valuation roll record.
- f) be compatible with industry recommended GIS ESRI software.
- g) be able to integrate with the municipality's financial system with reference to linking by a common unique property identifier to support the synchronisation of the valuation roll and financial management system for rates.
- h) be capable of determining values using applied data for either CAMA or NON-CAMA type methodology.
- i) be able to store and view images, notices and electronic files against records of the valuation roll.
- j) be capable of producing, exporting and extracting valuation rolls and reports of data from the VRMS in electronic format to a spreadsheet, database or CSV format. These reports must be extractable in a flat file format and in accordance with the structure, format and content specified in the bid specifications.
- k) have the functionality of updating the valuation roll with new data or editing data as envisaged in terms of the MPRA, and have the ability of producing reports of all changes reflecting the old and the new information, the difference in the values up or down with the effective date of the change and allow for the capturing of the applicable reason for the change.

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

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

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

(3) Compatibility with municipal GIS system

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

(4) Compatibility with municipal financial system

The valuation roll management system must be compatible with the municipality's financial system Sage Evolution to ensure that the roll and financial systems can be and are synchronised.

(5) Storage and maintenance of data

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

(6) Reporting functionality

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

- (a) extract of the valuation roll;
- (b) extract of all valuation roll data including data per property type;
- (c) report of property count per category with market value summary;
- (d) report by exception on missing information;

- (e) report by exception of mismatches of new valuation roll to existing financial system and valuation roll data;
- (f) sales report per homogeneous area.
- (g) generating the valuation roll directly from the valuation system in the required format prescribed by the MPRA and regulations.
- (h) able to generate and print Section 49(1) notices
- (i) able to generate and print Section 78 (5) supplementary valuation notices of review results
- (j) able to generate and print Valuation Certificates
- (k) able to generate and print Section 78 (5) notices of supplementary changes
- (l) able to generate and produce reports as contemplated in terms of section 34 and 81 reporting.

(7) Data from Deeds Office

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

(8) Valuation support

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

(9) Valuation Roll updates

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

(10) Audit trail

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

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

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

(12) VRMS provision by municipality

The municipality is entitled to annually review its IT systems and software and may decide to acquire its own system or licence to use a VRMS to support the MPRA, and the successful Service Provider will be required to interface and integrate all necessary valuation roll and property data with the municipality's VRMS at the expense of the municipality.

11. DATA SECURITY AND RECOVERY

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

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

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

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

12. PROPERTY REGISTER – PART A (VALUATION ROLL)

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

(2) In the context of the bid specifications read with the MPRA, **Property Register** — means a consolidated valuation roll which comprises (with reference to Section 23 Part “A” of the “register of properties”) the valuation roll, with all properties required to be listed under Section 30 (3), and encompassing;

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

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

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

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

(5) The Valuation Roll GIS cadastral layer in ESRI platform must be managed, prepared, maintained in accordance with the bid specifications contained in Annexure “C” and the associated GIS attribute table must comply with the specified structure, format and content contained in the bid specifications template B;

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

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

(8) Land extent determination must be as follows –

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

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

The land extent verified to be used for the property register (valuation roll) and converted and depicted in square metres (m²).

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

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

(10) Each property listed on the property register must have a captured and maintained unique property identifier (usually the 21 Digit SG Code plus 5 suffixed digits = 26 digits), for all defined properties to support linking to other municipal databases such as the financial management system of the specific municipality and the valuation roll GIS cadastral layer;

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

(12) All property register and property data prepared and created for the general valuation and updating of supplementary valuation rolls in performing the function of the municipal valuer and all associated property data must be fully extractable in electronic format (database, spreadsheet, excel, csv) in a flat file format from the VRMS on request by the municipality to support budgeting and quality control/assurance in accordance with section 48 "Contents of Rolls" and the structure, format and content as required in terms of the bid specifications templates A, B, C and D, under Annexure D.

(13) In the preparation of a general valuation it is essential that the available consolidated valuation roll, the valuation GIS cadastral layer and the financial billing data is considered and applied.

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

The Service Provider must prepare and deliver the following –

- (a) an up-to-date property register with the valuation roll (Part A of the register) of the municipality with corresponding property data of all defined rateable property in accordance with the structure, format and content in terms of the bid specifications as certified by the municipal valuer, and any data supplied must be in an electronic format (database, spreadsheet, excel, access or csv) in a flat file format from the VRMS;
- (b) an up-to-date valuation roll GIS cadastral layer which must comply with the specifications contained in Annexure C in an ESRI shape file format aligned to the property register database and in accordance with the structure, format and content in terms of the bid specifications template B;
- (c) a report of the mismatches between the valuation roll database and the valuation roll GIS cadastral layer with reasons for mismatches and mismatch corrective action plan, which must be corrected by the service provider;
- (d) the original deeds data extract used in the preparation of the valuation roll.

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

- (a) The Service Provider must maintain the valuation roll GIS cadastral layer by correcting any mismatches and updating the valuation roll (Part A of the property register);
- (b) The Service Provider must provide periodic extracts / reports of the consolidated valuation roll with reference to the bid defined “property register” to support the financial budgeting, reconciliation and quality control/assurance of the roll in terms of the MPRA and specifications, and any data supplied must be in an electronic format (database, spreadsheet, excel, access or csv) in a flat file format from the VRMS in accordance with the bid specifications;
- (c) All MPRA and valuation roll extracts and reporting must be in accordance with the bid specifications structure, format and content and any amendments approved by the municipality from time to time.

13. GENERAL VALUATION AND VALUATION ROLL

(1) Introduction

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

(b) Annexure "A" of the bid specification is to be considered by the bidder to assist the bidder in understanding the availability and confidence of the data and information to support the bid. Notwithstanding the Annexure "A" schedule content, the municipality does not accept any responsibility or liability for the quality, accuracy, availability and confidence of the data and information therein either before or after a bid award. No additional costs or variations to the bid relating to data, sales, market reports, GIS, or any other related information will be entertained by the Nkandla Municipality.

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

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

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

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

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

(3) Development of categories of property

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

(4) Data collection, capture and management

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

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

- (i) At least 10% of the valuation roll records shall be reviewed and if necessary inspected per annum for data verification or recollection for the duration of the contract.
- (ii) The identification of property for inspection must be at the discretion of the municipal valuer and may include new buildings, building additions and alterations, illegal buildings, new subdivisions and rates clearances / property sales.
- (iii) Data corrections must be updated and a supplementary valuation performed where applicable.
- (iv) The inspections must be recorded on the VRMS to manage and monitor the progress.

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

(d) The municipal valuer must collect, verify and maintain property data for each property required to be valued in a uniform and accurate manner, and in accordance with the minimum data referred to in the bid specifications, Annexure D and the templates.

(e) The municipal valuer must ensure that all property data collected, verified and maintained is captured in a valuation roll management system (VRMS) in accordance with these standards, and the templates referred to in the bid documents Annexure "D" to support data access, extracts and exports on request by a municipality.

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

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

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

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

(i) as a visual aid to identify improvements;

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

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

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

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

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

(iv) no Access (refused access),

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

- (vi) any other status considered necessary by Service Provider.
- (k) Data must be collected by the service provider for new buildings and structures, new properties, ownership changes and errors identified by the municipal valuer and the Municipality from project start date up to 2 months before the final valuation roll is certified on 31 January 2024.
- (l) For supplementary valuations and roll updating, the Service Provider must collect valuation roll property data for changes in terms of section 78 and 79 of the MPRA from the date of last collection / capture (ie close off of the GV Roll) and for the duration of the contract.
- (m) Objections and appeals lodged must be inspected and property data reviewed /recollected by the service provider to ensure valuation correctness and to support the Valuation Appeal Board decisions for the duration of the contract.
- (n) Construction features, characteristics, attachments, ancillary buildings and other recognised improvements for each property must be recorded on the data collection form or field review document. Construction quality and condition must be considered and must be based upon the adopted valuation methodology, training manuals and definitions.

(5) **Market reports**

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

- 1) Data collection forms developed, collected, captured and applied for properties valued.
- 2) Individual spreadsheet or template as developed and approved by the municipal valuer completed with associated value calculations for each property valued individually.
- 3) Full extract of the Deeds office sales for full title and sectional title property used for the general valuation (format - csv, spreadsheet or database).
- 4) **Residential property** database of sales and proxy sales categorised into "valid" or "invalid" and the neighbourhood / homogeneous area within which it is located. The proxy sales and control valuations used as sales must be flagged in the valuation roll management system for ease of reference. (format - csv, spreadsheet or database).
- 5) **Non-Residential Income producing property** database of sales and proxy sales categorised into "valid" or "invalid" and the neighbourhood / homogeneous area within which it is located. The proxy sales and control valuations used as sales must be flagged in the valuation roll management system for ease of reference. (format - csv, spreadsheet or database).
- 6) **Non-Residential Income producing property** market database and research relating to rentals, vacancies, expense ratios, capitalisation rates and any other data required for the determination of market value. (format - csv, spreadsheet or database).
- 7) **Agricultural property** database of sales and proxy sales categorised into "valid" or "invalid" and the neighbourhood / homogeneous area within which it is located. The proxy sales and control valuations used as sales must be flagged in the valuation roll management system for ease of reference. (format - csv, spreadsheet or database).
- 8) **Non-Residential Cost** database relating to costs of construction must be sourced from a quantity surveyor to support the determination of the estimated new replacement cost for all non-residential and specialised properties where the cost approach method is applicable. (format - csv, spreadsheet or database).

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

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

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

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

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

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

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

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

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

(6) Valuation

(a) The Service Provider must determine and provide a market value for each property identified in the property register (section 23 - Part A), except for property exclusions from valuation by the Municipality in terms of the MPRA.

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

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

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

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

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

(g) The Service Provider must in determining a market value for each property determine the valuation approach or approaches (if more than one approach is required) to value each property. The common valuation approaches are (1) Direct sales comparison approach, (2) Income approach and (3) Cost approach.

(h) The Service Provider must –

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

(ii) for all properties valued, provide the specified data, property data, market data, income data, cost data, market reports and valuation templates prepared as part of the general valuation and the bid specification,

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

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

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

(k) The Service Provider must produce and deliver draft values at least two (2) months (1st December), before the delivery of the final certified valuation roll and the values must have been substantially reviewed.

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

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

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

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

(7) Value review (quality assurance)

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

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

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

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

(e) The value review must –

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

- 4) Review values based on rates per unit of comparison to identify inconsistencies for correction;
 - 5) Screening of highest and lowest values in terms of use and neighbourhood for abnormal values;
 - 6) Review the new valuation roll values and categories against previously decided objections and appeal decisions to identify any anomalies.
 - 7) Assess values for reasonableness by interrogating the data, draft values and final values, highlighting any anomalies and recommending corrective action and value amendments or justification for such anomalies;
 - 8) Compare building areas collected against the digitised areas for major anomalies for further investigation;
 - 9) Ensure that each property has been valued equitably in relation to other like properties;
 - 10) Determine value uniformity by conducting sale ratio studies in terms of International Association of Assessing Officers IAAO guidelines;
 - 11) Assess the category assigned to each property for reasonableness.
- (f) The valuer responsible for the value review must provide an approval on a sample batch basis of property values.
- (g) If the valuer responsible for the value review does not accept a value estimate, the necessary adjustments must be made to the property data or valuation models to adjust the property value in line with market indicators.
- (h) The valuer responsible for the value review must select the value that can be documented as most representative of the true property value.
- (i) An override of value may not be made for a property of which the value is incorrect due to a data error.
- (j) When in the judgment of the valuer responsible for value review an override of a calibrated mass appraisal model is required, a notation must be recorded in the CAMA system, in the form of a unique override code that explains the value methodology.
- (k) The override code must be maintained in a way that will allow a query to select, sort and print specific property data through the VRMS system.

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

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

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

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

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

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

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

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

- 6) General Valuation Sales File and GIS sales cadastral file (electronic)
 - 7) General Valuation Deeds Extract (date stamped) for ownership and sales data (electronic)
 - 8) Aerial Photography (electronic)
 - 9) Data Collection Training Manuals (Hard Copy and Soft copy)
 - 10) Sample Data Collection Forms – main property sectors (Hard Copy and Soft copy)
 - 11) General Valuation Methodology by property sector (Hard Copy and Soft Copy)
 - 12) General Valuation Market reports by property sector (Hard Copy and Soft Copy)
 - 13) CAMA models (formula)
 - 14) Data and Information pertaining to reviews, objection reviews and appeals (Hard Copy and Soft Copy).
- (d) All specified data must be collated, prepared and handed over with every valuation roll certified or as required by the municipality in spreadsheet, database or CSV format and for the GIS data in an ESRI shape file format, in accordance with the bid specifications.
- The following templates are the minimum data to be collected, captured, prepared and handed over in terms of the bid specifications and are referenced in detail in Annexure D Templates namely –
- 1) General Valuation (GV) Roll certified extract GV year (**Template “A1 – A2”**).
 - 2) Consolidated Valuation Roll (current roll) extract (**Template “A1 – A2”**).
 - 3) Valuation Roll GIS cadastral Layer (ESRI shape file format) (**Template “B”**).
 - 4) Property data extract (**Template “C”**).
 - 5) General Valuation Sales File and GIS sales cadastral file extract (**Template “D”**).
- (e) The Service Provider must deliver a **draft** valuation roll and ALL data / templates, sales data, CAMA models, valuation roll GIS cadastral layer, methodology documents, market reports, training manuals, information and the aerial photography used in the general valuation to determine the values by December 2023 for review by the municipality. The structure, format and content of the valuation roll and data provision must be according to the bid specifications and templates.

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

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

(h) The Service Provider must deliver a **final** valuation roll and ALL property data, the sales data, CAMA models, valuation roll GIS cadastral layer, methodology documents, market reports, training manuals, information and the aerial photography used in the general valuation to determine the values by 31 January 2024.

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

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

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

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

(9) Quality assurance

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

(10) Close-out report

The Service Provider must produce a close-out report for the general valuation as contemplated in Annexure E.

14. OBJECTIONS

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

- (a) the Service Provider must prepare, print and post the notices in terms of section 49 and 53 of the MPRA;
 - (b) the Service Provider must record all objections in a database;
 - (c) the Service Provider must respond in writing to all objectors as required by the MPRA;
 - (d) the Service Provider must consider and decide objections and amend the valuation roll, where necessary based the Municipal Valuers decision;
 - (e) the Service Provider must make sales evidence in support of a decision regarding an objection available upon request by the Municipality;
 - (f) the Service Provider must give written reasons to the Municipal Manager for any Municipal Valuer decision where the value is adjusted by more than 10% up or down;
 - (g) the Service Provider must prepare and maintain a GIS cadastral layer of objections received with decisions and changes;
 - (h) the Service Provider must notify an objector of the outcome of an objection and furnish reasons for its decision upon application by the objector;
 - (i) the Service Provider must furnish written reasons for its decision upon application by an objector;
 - (j) the Service Provider must prepare a close-out report of all objections received and processed.
- (2) The service Provider must physically inspect each property which is the subject of an objection to ensure that data is reviewed and the property is valued correctly. The inspection must include liaison with the owner for verification of data and information.
- (3) The service provider must ensure that the valuation roll is adjusted or added to in accordance with the decisions taken by the appeal board in terms of section 69.
- (4) The processing and dealing with objections in terms of the MPRA is deemed part of the general valuation and annual maintenance fees and therefore no separate or added fee is payable for this service. Refer to Section N pricing schedule in Bid Quotation document.
- (5) The Service Provider must produce an objection close-out report as contemplated in Annexure F.

15. APPEALS

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

- (a) the Service Provider must record all appeals in a database;
- (b) the Service Provider must make sales evidence in support of a decision regarding and objection available upon request by the Valuation Appeal Board;
- (c) The Service Provider must represent the Municipality at hearings of the Valuation Appeal Board through the Municipal Valuer or an Assistant Municipal Valuer;
- (d) the Service provider must amend the valuation roll if the Valuation Appeal Board rules in favour of the appellant.
- (e) the Service Provider must prepare and maintain a GIS cadastral layer of appeals received with decisions and changes; and
- (f) the Service Provider must prepare a close-out report of all appeals received and processed.

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

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

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

(5) The Service Provider must produce an appeal close-out report as contemplated in Annexure G.

16. VALUATION ROLL MAINTENANCE (Updating of Rolls)

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

- (i) liaison and communication with the ratepayer or Municipality on any matter omitted from or queried in the valuation roll or subsequent supplementary valuation rolls and the processing of supplementary valuations where necessary;
- (ii) the updating of ownership and other particulars to the valuation roll and amendments of the valuation roll as contemplated in section 79 of the MPRA for the duration of the contract;
- (iii) undertaking supplementary valuations in terms of sections 77 and 78 of the MPRA in respect of any rateable property—
 - (a) incorrectly omitted from the valuation roll;
 - (b) included in a municipality after the last general valuation;
 - (c) subdivided or consolidated after the last general valuation;
 - (d) of which the market value has substantially increased or decreased for any reason after the last general valuation;
 - (e) substantially incorrectly valued during the last general valuation;
 - (f) that must be revalued for any other exceptional reason;
 - (g) of which the category has changed; or
 - (h) the value of which was incorrectly recorded in the valuation roll as a result of a clerical or typing error.

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

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

subsection (1)(a) to (g) and a correction contemplated in subsection (1)(h), a notice reflecting the supplementary valuation or correction of the property, as well as the particulars listed in section 48(2).

- (i) The notice referred to in paragraph (a) must inform the property owner that he or she may lodge a request for review with the municipal manager in writing, within 30 days after the posting of the notice in respect of any matter reflected in the supplementary valuation.
 - (ii) The municipal valuer may adjust the valuation on consideration of the request for review contemplated in paragraph (b).
 - (iii) The service provider must manage all notifications and ensure that all correspondence and communications of supplementary valuations are archived and available on request by the municipality.
 - (iv) The service provider must on a monthly basis, forward all notifications in terms of section 78 (5) (a) and (b) of the results of the supplementary valuations and review decisions to the municipality for the rates adjustments and for audit purposes.
 - (v) The format and content of the s78 (5) notice must be prepared in accordance with the guideline issued and adopted by the KZN Provincial Steering Committee. Sample available.
 - (vi) The service provider, must, at least once a year, compile and publish a supplementary valuation roll of all properties on which a supplementary valuation, as contemplated in subsection (1) was made, including review decisions referred to in subsection (5)(b), and make it public and available for inspection in the manner provided for in section 49.
- (4) The Service Provider must generate, print and post all Section 78 (5) (a)/(b) and Section 49(1) notices as part of administrative support.
- (5) The Service Provider must attend to valuation roll queries received from ratepayers or the Municipality outside the objection and appeal process and update the valuation roll where necessary by supplementary valuation.
- (6) The Service Provider must update the valuation roll with any supplementary updates including objections and appeal decisions which includes updating the valuation Roll GIS cadastral layer where spatial changes are effected.
- (7) The valuation roll management system must reflect the old value, the corresponding new value, the effective date of the change and indicate the reason for the change and a

report of all supplementary roll updates which must include the above reflected changes must be extractable on request by the municipality.

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

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

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

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

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

(13) The Service Provider must produce an annual maintenance close-out report as contemplated in Annexure H.

(14) The Service Provider must attend to and dispose of all objections, appeals and reviews in terms of the MPRA at no add on cost except for the close out reports as contemplated in annexure (F) (Objections), (G) (Appeals) and (H) Supplementary Report (with objection and appeal) and the attendance at valuation appeal board hearing meetings which may be charged at a fee to be negotiated between the bidder and the municipality before the bid award.

ANNEXURE A

ANNEXURE A: ROLL / PROPERTY DATA AVAILABILITY AND CONFIDENCE LEVELS**To support Bid Quote in terms of section “N”**

NO.	ITEM OF INFORMATION	LEVEL OF AVAILABILITY AND LEVEL OF CONFIDENCE OF DATA		FORMAT OF DATA	ANNUAL AVERAGE COUNT OVER THE LAST THREE (3) YEARS
		<u>Availability Score (AS)</u> 1 = Fully available 2 = Available with difficulty 3 = Unknown	<u>Confidence Score (CS)</u> 1 = High confidence 2 = Medium confidence 3 = Low confidence 4 = Unknown		
		Urban	Rural		
1	a. Valuation data collection forms from last GV cycle	a. AS = 3 CS = 3	a. AS = 3 CS = 4	Hard copy or scanned files	NA
	b. Valuation data (electronic extract) from last GV cycle	b. AS = 3 CS = 3	b. AS = 3 CS = 4	MS Excel or MS Access	NA
	c. Valuation templates and calculations (Non Residential Property)	b. AS = 3 CS = 3	b. AS = 3 CS = 4	Database or MS Excel	NA
	d. Methodology and Market reports from the last GV cycle	b. AS = 3 CS = 3	b. AS = 3 CS = 4	Documentation and data	NA
	e. Schedule of Sales applied by the municipal valuer in the last GV Cycle	b. AS = 3 CS = 3	b. AS = 3 CS = 4	Database, csv, MS Excel	NA
	f. Supplementary Rolls and entries since GV	b. AS = 3 CS = 3	b. AS = 3 CS = 4	Database, csv, MS Excel	?? SV entries pa
2	a. Approved Building plans	a. AS = 1. CS = 2	a. AS = 3 CS = 4	Hard copy for viewing and copying at Municipality	

NO.	ITEM OF INFORMATION	LEVEL OF AVAILABILITY AND LEVEL OF CONFIDENCE OF DATA		FORMAT OF DATA	ANNUAL AVERAGE COUNT OVER THE LAST THREE (3) YEARS
		<u>Availability Score (AS)</u> 1 = Fully available 2 = Available with difficulty 3 = Unknown	<u>Confidence Score (CS)</u> 1 = High confidence 2 = Medium confidence 3 = Low confidence 4 = Unknown		
		Urban	Rural		
	b. Record of all building changes by issuing building occupation & completion certificates) : additions, alterations and new construction	b. AS = 1 CS = 2	b. AS = 3 CS = 4	Hard copy for viewing and copying at Municipality	
3	Deeds Office registrations and transfers (monthly)	a. AS = 1 CS = 1	a. AS = 1 CS = 1	Electronic MS excel supplied	
4	Record of all offers received to purchase and to lease Municipal owned properties	a. AS = 2 CS = 3	a. AS = 2 CS = 3	Hard copy for viewing and copying at Municipality	
5	Record of all sales and rental agreements relating to properties sold by the Municipality whether registered or not	a. AS = 1. CS = 2	a. AS = 1 CS = 2	Hard copy for viewing and copying at Municipality	
6	Approved schemes, amendments to schemes and consents in terms of schemes	a. AS = 3. CS = 4	a. AS = 3 CS = 4	Hard copy or electronic database for viewing and copying at Municipality	

NO.	ITEM OF INFORMATION	LEVEL OF AVAILABILITY AND LEVEL OF CONFIDENCE OF DATA		FORMAT OF DATA	ANNUAL AVERAGE COUNT OVER THE LAST THREE (3) YEARS
		<u>Availability Score (AS)</u> 1 = Fully available 2 = Available with difficulty 3 = Unknown	<u>Confidence Score (CS)</u> 1 = High confidence 2 = Medium confidence 3 = Low confidence 4 = Unknown		
		Urban	Rural		
7	Records of planning approvals outside the area of a scheme	a. AS = 3 CS = 4	a. AS = 3 CS = 4	Hard copy or electronic database for viewing and copying at Municipality	
8	Records of the subdivision or consolidation of land	a. AS = 1. CS = 2	a. AS = 1 CS = 2	Hard copy or electronic database for viewing and copying at Municipality	
9	Records of the phasing or cancellation of an approved layout plan	a. AS = 3. CS = 4	a. AS = 3 CS = 4	Hard copy or electronic database for viewing and copying at Municipality	
10	Record of properties affected by environmental impact assessments	a. AS = 3. CS = 4	a. AS = 3 CS = 4	Hard copy for viewing and copying at Municipality	
11	a. Record of revenue clearance application forms	a. AS = 1. CS = 2	a. AS = 1 CS = 2	Hard copy for viewing and copying at Municipality	
	b. Record of revenue clearances	a. AS = 1. CS = 2	a. AS = 1 CS = 2	Hard copy for viewing and copying at Municipality	

NO.	ITEM OF INFORMATION	LEVEL OF AVAILABILITY AND LEVEL OF CONFIDENCE OF DATA		FORMAT OF DATA	ANNUAL AVERAGE COUNT OVER THE LAST THREE (3) YEARS
		Availability Score (AS) 1 = Fully available 2 = Available with difficulty 3 = Unknown	Confidence Score (CS) 1 = High confidence 2 = Medium confidence 3 = Low confidence 4 = Unknown		
		Urban	Rural		
12	Record of properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	a. AS = 3. CS = 4	a. AS = 3 CS = 4	Hard copy for viewing and copying at Municipality	
13	Names and contact details of stakeholders eg Farmers associations, etc	a. AS = 3. CS = 4	a. AS = 3 CS = 4	Insert details?	NA
14	Postal addresses for billing	a. AS = 1. CS = 2	a. AS = 2 CS = 3	Billing system extract, other sources, mainly Govt sector	NA
15	GIS cadastral layer of the municipality (property register for valuations)	a. AS = 1. CS = 1	a. AS = 1 CS = 1	GIS cadastral as per property register specifications	NA
16	Aerial photography of municipality	a. AS= 1 CS= 1	a. AS = 1 CS = 1	Not older than ? Year	NA

ANNEXURE B

ANNEXURE B - AERIAL PHOTOGRAPHY SPECIFICATIONS

The municipality requires imagery to be supplied for the support of the general valuation which will be standard digital aerial imagery (orthophoto mosaics).

Specifications of digital Imagery (Orthophoto Mosaics)

- 1: Aerial photography must be produced and delivered by the Service Provider in terms of the bid specifications and must include all properties within the municipalities boundary.
2. Imagery must be must be high resolution, ortho-rectified and geo-referenced.
3. The primary unit of delivery is the applicable municipality over which the imagery will originate.
4. The secondary unit of delivery of the aerial photography is based on the 1:10 000 tiles/ gridblock, similar to the national ortho-photo map series from CDSM, which must be relevant to the applicable municipality.
5. The format in which the images must be delivered is one copy in the Mr. Sid format and one copy in the geotiff format.
6. The storage medium for image supply to the municipality is CD/DVD.
7. The coordinate system is: Geographic, Hartbeeshoek 94 (datum), WGS84 (ellipsoid).
8. The above-mentioned coordinate system must be allocated to each of the images. raster / Arc GIS 10 and later releases must be able to read the allocated coordinates system automatically without any post processing i.e. allocation of coordinate system by the municipality.
9. Accuracy must be at least 1 metre horizontal positional accuracy. (Cadastral data must correlate accurately to the final product.)
10. The pixel size shall not be more than 25 X 25 cm.
11. The Mr Sid compression ratio must be 1:10.
12. All imagery must be cloud free.
13. The naming convention of imagery must be in line with the CDSM 1: 10000 grid based system. i.e. 2830AB_25.
14. Background - no void areas may exist. All 1: 10000 grid blocks overlapping the applicable area of interest must be filled with imagery (this includes grid blocks overlapping adjacent municipalities).

15. Each 1:10000 Imagery tile must overlap the adjacent imagery tiles by at least 200 metres (this includes the outer edges of peripheral tiles of each area of delivery).

16. No duplicate tiles may exist.

17. No tiles may be located outside of its associated 1: 10000 grid block location due to incorrect geo-referencing.

ANNEXURE C

ANNEXURE C - GIS CADASTRAL LAYER SPECIFICATIONS (PROPERTY REGISTER)**1. GENERAL**

- (1) All coordinate geometry for the farm data will be captured in the Clarke 1880 coordinate system initially as the majority of the farm data is in Clarke 1880. The final data set will be converted to WGS84.
- (2) All servitudes are to be captured and provided as a separate data layer. In cases where centre line is depicted, the Service Provider must capture the outer boundaries of the extent of the servitude.
- (3) The unique 21 digit key used by the Surveyor General must be created per land parcel and populated into the database,
- (4) "Snapping" must be used to capture features as specified and to provide topological connectivity.
- (5) Visual checks must be done against compilation plans from the Surveyor General's Office for completeness of data capture.
- (6) Automated checks must also be done for data completeness, polygon closure, attribute validity, connectivity to assure the completeness and usability of the data captured.
- (7) The ownership data must be acquired for all properties and linked to the cadastral data in order to create the registered layer. Mismatches must be thoroughly investigated in the Surveyor General's Office and Deeds Office and resolved. Ownership data is to be held in a Database, CSV, MS Excel or MS Access to permit data transfer and matching between the valuation roll and the GIS cadastral layer.

2. ATTRIBUTES REQUIRED FOR THE CADASTRAL DATA

The following attributes for the cadastral data are required to be captured:

The structure format and content must also include the data fields in terms of Template “B” of these bid specifications.

The specifications for the Valuation Roll GIS Cadastral Layer contained in Annexure D and template B of the bid specifications are in addition to this specification and must be complied with.

(a) Property or land parcel (polygon)

SG_Code	CHAR (21)	Code must be determined using the region code, erf/grant number and portion numbers.
Farm Name & Number	CHAR (30)	Name of the Parent Farm and number. eg. Riverside 12635
Portion Number	INTEGER	Where property is a subdivision, the portion number must be captured.
SG area as per diagram	CHAR (20)	Area on the source document + unit eg. 10 perches
Metric area	LONG INTEGRER	Area in square metres eg. 3654.
Diagram no	CHAR (15)	Diagram or General Plan Number eg. SG125/2000 or SV15F33
Registration Division	CHAR (3)	Registration division of farm. Eg 0FT, 0GS
Land Usage	CHAR (50)	eg. StateLand (optional)
User Department	CHAR (50)	eg. DWAF (optional)
Type of usage	CHAR (50)	eg. Dam / forestry (optional)

(b) Servitude (point, line or polygon)

Servitude_Type	CHAR (30)	Type of servitude (EPTL, ROW, S&D etc)
Servitude_Width	SINGLE	Full width of servitude
Diagram No	CHAR (15)	Diagram or General Plan Number

3. ACCURACY

(1) An accuracy of 0.3m is to be achieved for coordinate. If errors of more than 0.3m are found these are to be investigated by a professional land surveyor and reported on.

(2) Areas are to be based on the average length of a side multiplied by twice the coordinate accuracy, eg. (Polygon Area)- (Diagram Area) < 2x (0.3m) x square root of (Diagram Area).

4. PROCEDURE FOR FARM CAPTURING

The original farm boundary coordinates must take preference over subdivisions, servitudes, leases etc and all straight lines must remain straight. If the difference is more than 0.30m from the straight line it must be queried. By using the list of farms in the Registration Division, the Service Provider must work from the highest farm number down to the lowest, inputting all coordinates, in the following order, from diagrams and General Plans:

(a) **LO co-ordinates**

The most recent survey must be used to input any coordinate. (There can be an allowable difference of 0.30m between surveys of the same beacon and the difference from a straight line of a beacon *i.e.* If the distance is greater than 0.30m from a straight line the beacon remains in its coordinated place but the line is extended to the straight line. Any difference greater than 0.30m must be queried and checked by the nominated GIS / Data Manager).

(b) **Local coordinates (not on LO, usually has no constants)**

The coordinates must be entered therefore the polygon will not fall in the correct area. It is usually swung by 180° (can be 90°) and above the Equator. The Service Provider must select the polygon, rotate it by the required amount, move it near its proper place and then using a Helmert transformation (using 3 or more known LO points) to put into position.

(c) **Sides and angles**

These are to be input by using polars.

(d) **Curvilinear boundaries (rivers, roads, cliff edge etc)**

By using the scanned image of the diagram the Service Provider must digitise rivers. If there are newer surveys coordinate points along the river, these must be added to the continuous map. If this is not stated the middle of the river is taken as the boundary.

(e) **Servitudes (areas, lines and points) (optional)**

All servitudes are to be indicated. If a servitude is shown topographically and a note appears on the diagram this must be shown as well. If a diagram gives the width of the servitude the full extent must be shown on the continuous map.

5. DELIVERABLES GIS CADASTRAL LAYER

The following deliverables must be provided to the Municipality by the Service Provider:

- (a) All source data provided to and obtained by the Bidder.
- (b) “Approved”, “Registered” and associated cadastral data layers within the definition of “property register” in ESRI ArcView Shapefile or personal geodatabase containing the above layers as feature classes, with point and polygon topology. Data must be in Geographic coordinates on the Hartebeeshoek '94 datum (WGS84 ellipsoid). The GIS cadastral data must match to the property register (valuation roll) database at a record level.
- (c) The property register cadastral layer should be a “wall to wall” representation of the municipality and all spatial properties that are registered in the deeds office should have a corresponding owner name with title deed information.
- (d) Relational database in Microsoft access format (.mdb) or a suitable substitute containing all ownership information sourced from the Deed Office.
- (e) Ownership information should be in sync with the Valuation Roll GIS cadastral layer.
- (f) Anomalies should be flagged in the ownership database with clear comments of the exclusion.
- (g) All extent attributes in the ownership database should be in a standard format (Ha, m²).
- (h) Ownership information should be attributes of the spatial data and linked to the spatial data via the 21 and 26 digit code.
- (i) Clean and free of overshoots, undershoots and duplication. This includes both the point and line coverages.
- (j) An accuracy of 0.5% for properties situated in township registered areas and 1% for properties in farm registered areas should be achieved when comparing extents between captured land parcels and extents registered in the Deeds information. Properties falling outside this range should be “flagged” with clear comments for the anomalies.
- (k) All spatial information and ownership information needs to be maintained to date of implementation of general valuation for the municipality.
- (l) The Valuation Roll GIS cadastral spatial layer representing the valuation roll needs to be officially signed-off by the nominated GIS and Data Manager in terms of the Bid.

6. DATABASE DESIGN - DEEDS INFORMATION

The Service Provider must follow the general deeds office data structure and format when designing their database as following:

Bonds Information

Deeds ID
ERF_NO
TOWNSHIP NAME
PORTION NO
ENDORSEMENT_DOC_NO
ENDORSEMENT HOLDER
SIGN
BOND AMOUNT
MICROFILM YEAR
MICROFILM ROLL
MICROFILM BLIP
MUNIC_CODE

Clearance Information

Deeds ID
ERF_NO
TOWNSHIP NAME
PORTION NO
FARM NAME
REGISTRATION_DIV
CLEARANCE
SITUATED_TOWNSHIP_NAME
SITUATED_ERF_NO
SITUATED_PRTN_NO
MUNIC_CODE

Deeds Information

Deeds ID
ERF_NO

TOWNSHIP NAME
PORTION NO
RESTANT
ADDITIONAL_DESC
DIAGRAM_NO
EXTENT
PROVINCE
MUNIC_CODE
MUNIC_NAME

Historical Information

Deeds ID
ERF_NO
TOWNSHIP_NAME
PORTION_NO
PREVIOUS_TITLE
REGISTRATION_DATE
MICROFILM_REFERENCE
SHARE
PURCHASE_PRICE
NEW_TITLE
MICROFILM_REFERENCE2
PREVIOUS_OWNER
ID_NUMBER
MUNIC_CODE

Owners Information

Deeds ID
ERF_NO
TOWNSHIP_NAME
PORTION_NO
PERSON_NAME
PERSON_ID_NO
DOC_NO
REGISTRATION_DATE

SHARE

PURCHASE_DATE

SIGN

PURCHASE_PRICE

MICROFILM_YEAR

MICROFILM_ROLL

MICROFILM_BLIP

MUNIC_CODE

Property Information

(21digit)

Deeds ID

ERF_NO

TOWNSHIP_NAME

PORTION_NO

DEEDS_OFFICE

PROPERTY_TYPE

LPI_MINOR_KEY

LPI_MAJOR_KEY

REGDIVISION

MUNIC_CODE

ANNEXURE D

ANNEXURE D – MPRA ROLL DATA: DATA TO BE VERIFIED AND / OR COLLECTED

The MPRA and the Bid specifications must be applied in the delivery of this bid. Notwithstanding the application and execution of these bid specifications, the Service Provider must consider revisions and updates to best practice, methods and standards in municipal valuations for property rating.

(a) The Service Provider in implementing the Bid must take account of the requirements of **Annexure “D”** in the creation and maintenance of the Property Register (as defined in the bid specification) and as referenced in the **Templates “A1 – A2”, “B”, “C” and “D”** of this bid specification, namely –

- 1) General Valuation (GV) Roll (electronic) GV year (**Template “A1 & A2”**) - MPRA VALUATION ROLL REPORT,
- 2) Consolidated Valuation Roll (electronic) as required (**Template “A1 & A2”**) - MPRA VALUATION ROLL,
- 3) Valuation Roll GIS cadastral layer (ESRI shape file format) GV year and as required (**Template “B”**) - Geographic Information Systems (GIS) GIS Attribute Data for the valuation roll,
- 4) Property data (electronic) GV year and as required (**Template “C”**) - Property Attribute Data,
- 5) General Valuation Sales File (electronic) GV year (**Template “D”**) - Sales data file for general valuations part of market reports and sales review/analysis.

(b) The Service Provider in implementing the Bid and a general valuation is required to provide a sketch of each building where NON-CAMA methodology is applied AND a digitised footprint of each building where CAMA methodology is applied which must accompany the data form. The building size (area) must be calculable from the sketch or building footprint and captured in the main property register database housing the property data;

(c) The Service Provider in implementing the Bid must provide a Data collection form which accommodates the data templates for each property valued. This can be provided in electronic or scanned format;

(d) The Service Provider in implementing the Bid must provide a valuation calculation template (electronic) for each property valued individually (ie valued by NON-CAMA methodology);

(e) The Service Provider in implementing the Bid must provide All data collected and captured which must be exportable / extractable in a flat file format in csv, spreadsheet or in a database format from the valuation roll management system (VRMS) or the approved software (eg Microsoft, ESRI shape file etc) and in accordance with the Bid Specifications;

(f) The Service Provider in implementing the Bid must provide a cadastral site plan with aerial photography underlay which must accompany the data collection form.

1. AGRICULTURAL PROPERTY

"Agricultural property" - means property that is used primarily for agricultural purposes but, without derogating from section 9, excludes any portion thereof that is used commercially for the hospitality of guests, and excludes the use of the property for the purpose of eco-tourism or for the trading in or hunting of game.

In addition to the MPRA definition the following practice notes below must be considered –

(1) Agricultural property is generally property used in the production of crops, livestock or other generally recognised agricultural activities, together with those buildings which are also generally considered necessary for these agricultural activities and;

(2) Agricultural property includes any vacant land outside the area of a scheme for which no development rights have been granted in terms of any planning law, provided that;

(i) where the agricultural property or portions thereof are used for other purposes, those portions should be identified and valued on their actual use (eg. Industrial) according to the Municipality's adopted categories of property and valued and rated separately in terms of **"multiple purpose property"** section 9(1)(c) and 9(2) of the MPRA.

(3) The agricultural guidelines as endorsed by the profession in terms of Annexure "I" must be applied as best practice in the valuation process.

(4) Agricultural property must be valued individually by a registered Valuer suitably experienced in such valuations.

2. INCOME PRODUCING PROPERTY

- (1) "**income producing property**" means commercial and industrial property that is not of a specialised nature.
- (2) For sectional title non-residential property, the data collected must be related to the valuation type either direct sales, income approach or both and must also include the sectional title data.
- (3) Income producing properties must be valued by either CAMA techniques or individually as approved by the municipal valuer. Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value.
- (4) To apply the bid specifications and best practice to support the valuation in terms of the MPRA.

3. MINING PROPERTY

- (1) "**mining property**" means property as contemplated in the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002).
- (2) Mining property is classified as a specialised property and must be valued individually by a registered Valuer suitably experienced in such valuations.
- (3) A fully motivated valuation report must be prepared and delivered for each mining property valued.
- (4) To apply the bid specifications and best practice to support the valuation in terms of the MPRA.

4. PROPERTY USED FOR MULTIPLE PURPOSES

- (1) "**multiple purposes**", in relation to a property, means the use of a property for more than one purpose, subject to section 9. At a property level this section provides for a category assigned to the dominant use of the property or a multiple purpose category where the values are apportioned based on their individual categories and rates levies accordingly.

- (2) The data that must be collected for property used for more than one purpose will depend on the Municipality's rates policy and the type of property being valued.
- (3) The Value of property used for more than one purpose may require values to be apportioned if s9 (1) (b) multiple purpose category is adopted by the municipality in its rates policy and read with s9 (2).
- (4) Properties under this category must be valued in terms of the applicable methodology of the property use and valued by either CAMA techniques or individually as approved by the municipal valuer. Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value.
- (5) To apply the bid specifications and best practice to support the valuation in terms of the MPRA.

5. PUBLIC SERVICE INFRASTRUCTURE (PSI)

In the preparation of the property register and the valuation of PSI, the municipal valuer must take account of the rates policy of the municipality and the MPRA with reference to the Section 30 and Section 7 to assess whether PSI will be rated and valued. In terms of MPRA amendments effective from 1 July 2015 certain PSI is no longer rateable however where it exists for rating the municipality must phase in the prohibition of rating over a five year period.

(1) **“public service infrastructure”** means publicly controlled infrastructure of the following kinds:

- (a) national, provincial or other public roads on which goods, services or labour move across a municipal boundary;
- (b) water or sewer pipes, ducts or other conduits, dams, water supply reservoirs, water treatment plants or water pumps forming part of a water or sewer scheme serving the public;
- (c) power stations, power substations or power lines forming part of an electricity scheme serving the public;
- (d) gas or liquid fuel plants or refineries or pipelines for gas or liquid fuels, forming part of a scheme for transporting such fuels;
- (e) railway lines forming part of a national railway system;

(f) communication towers, masts, exchanges or lines forming part of a communications system serving the public;

(g) runways or aprons and the air traffic control unit at national or provincial airports, including the vacant land known as the obstacle free zone surrounding these, which must be vacant for the air navigation purposes; (Amended by s1 of Act 29 of 2014);

(h) breakwaters, sea walls, channels, basins, quay walls, jetties, roads, railway or infrastructure used for the provision of water, lights, power, sewerage or similar services of ports, or navigational aids comprising lighthouses, radio navigational aids, buoys, beacons or any other device or system used to assist the safe and efficient navigation of vessels; communications system serving the public;

(i) any other publicly controlled infrastructure as may be prescribed; or

(j) a right registered against immovable property (Added and deleted by s24 of Act 19 of 2008) in connection with infrastructure mentioned in paragraphs (a) to (i);

(2) The Service Provider must ensure that Public Service Infrastructure (PSI) is identified, spatially represented and valued.

(3) PSI is identified mainly by type and ownership and all PSI should be depicted under each respective ownership group within the PSI category in the Valuation Roll.

(4) Equipment and machinery as well as moveable property should not be valued.

(5) For the updating and preparation of the valuation roll (property register) the following are regarded as the primary **PSI Owner Types / Groupings** –

(a) South African National Road Agency

(b) KZNPA

(c) Department of Water Affairs

(d) Eskom

(e) Telkom

(f) Sentech/SABC

(g) Transnet

(6) Guideline Prescribed methodology for PSI

(a) South African National Road Agency

(i) National Routes

- Identify in the Valuation Roll by property description

- Retain office record of underlying Erven
- Value property by reference to surrounding usage/s
- Any property which is excess to road requirements and forms an economically viable property should not be treated as PSI but separately valued and entered into the Valuation Roll.

(b) Department of Transport

(i) Provincial Roads

- Identify in the Valuation Roll by property description
- Retain office record of underlying Erven
- Value property by reference to surrounding usage/s
- Any property which is excess to road requirements and forms an economically viable property should not be treated as PSI but separately valued and entered into the Valuation Roll.

(c) Department of Water Affairs

(i) Pipelines

- Identify in the Valuation Roll by property description
- Obtain extent of servitude for valuation purposes by multiplying the servitude length by its width.
- Value servitude by reference to overlying land

(ii) Treatment Works, etc.

- Identify in Valuation Roll by cadastral description
- Value property by reference to surrounding usages

(d) Eskom

(i) Power Lines

- Identify in the Valuation Roll by property description

- Obtain extent of servitude for valuation purposes by multiplying the servitude length by its width. In instances where servitudes are registered in general terms the extent thereof must be estimated.
- Value servitude by reference to underlying land.

(e) Telkom

(i) Telephone Exchanges

- Identify in Valuation Roll by cadastral description
- Value land and economically relevant buildings as appropriate

(ii) Transmission Towers

- Identify in Valuation Roll by cadastral description
- Land valued appropriately

(f) Sentech/SABC

(i) Transmission Masts

- Identify in Valuation Roll by cadastral description
- Land valued appropriately

(g) Transnet

(i) Oil, Gas and Multipurpose Pipelines

- Identify in the Valuation Roll by property description
- Obtain extent of servitude for valuation purposes by multiplying the servitude length by its width.
- Value servitude by reference to overlying land

(h) Railway Lines

(i) PSI comprises those lines between stations

- Identify in the Valuation Roll by property description
- Retain office record of underlying Erven
- Value land by reference to surrounding usage/s

- Any land which is excess to rail requirements and forms an economically viable property should not be treated as PSI but separately valued and entered into the Valuation Roll.
- Stations and marshalling yards are not PSI and should be separately valued and entered into the Valuation Roll

7. The Municipal Valuer should endeavour to utilise the current asset registers available from the various agencies towards the determination of the market value of the PSI properties.

6. REGISTERED RIGHTS IN PROPERTY

A right registered against immovable property as defined in the MPRA must be valued considering the actual use of the property and data collected according to its use with reference to best practice and the applicable "standard".

7. RESIDENTIAL PROPERTY

(1) "**residential property**" means a typical single residential property.

(2) The typical single residential property must be valued by CAMA techniques however if not suitable for CAMA application then must be valued individually as approved by the municipal valuer. Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value.

(3) To apply the bid specifications and best practice to support the valuation in terms of the MPRA.

8. RESIDENTIAL SECTIONAL TITLE PROPERTY

(1) "**residential sectional title property**" means any residential development which forms part of a sectional title scheme as contemplated in section 12 of the Sectional Titles Act, 1986 (Act No. 95 of 1986).

(2) The residential sectional title property must be valued by CAMA techniques however if not suitable for CAMA application then must be valued individually as approved by the municipal valuer.

Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value.

(3) To apply the bid specifications and best practice to support the valuation in terms of the MPRA.

9. COMMUNAL PROPERTY

(1) In the case of Ingonyama Trust Board property, State Trust Land and similarly defined property, the valuer must follow the Communal Property Rating and Valuation Guidelines referenced as Annexure J and the adopted rates policy of municipality for property use for more than one purpose.

(2) Communal property must be valued considering the actual use of the property and data collected according to its use with reference to best practice and the bid specifications.

(3) Specialised (NON-CAMA) property identified by the municipal valuer as specialised property must be valued individually by a registered Valuer suitably experienced in such valuations. Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value.

(4) To apply the bid specifications and best practice to support the valuation in terms of the MPRA.

10. SPECIALISED PROPERTY

(1) "**specialised property**" means property which is not readily sold in the open market, and may include hospitals, city hall, heavy industry, airports etc.

(2) Specialised property identified by the municipal valuer as specialised property must be valued individually by a registered Valuer suitably experienced in such valuations. Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value.

(3) To apply the bid specifications and best practice to support the valuation in terms of the MPRA.

11. VACANT LAND

(1) "**vacant land**" means any unimproved vacant land, which is not agricultural property.

(2) Any vacant land outside the area of a scheme for which no development rights have been granted in terms of any planning law and no potential exists for a higher order use exists, must be considered as agricultural land and valued accordingly.

(3) The value of vacant land must reflect –

(a) the highest use permitted by the scheme, including any consent granted in terms thereof, if the land is situated in the area of a scheme; or

(b) the highest use permitted in terms of a development approval, if the land does not form part of the area of a scheme, but development rights have been granted in respect of the land.

(4) In cases of specialised and complex vacant land as identified by the municipal valuer these must be valued individually. Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value.

(5) To apply the bid specifications and best practice to support the valuation in terms of the MPRA.

ANNEXURE D – (Template “A1”)

MPRA VALUATION ROLL REPORT

(Also available in Excel version)

ANNEXURE D – (Template “A2”)

MPRA VALUATION ROLL

SUMMARY REPORT

(Also available in Excel version)

ANNEXURE D – (Template “B”)

VALUATION ROLL GIS

CADASTRAL LAYER

(Also available in Excel version)

ANNEXURE D – (Template “C”) MPRA PROPERTY ATTRIBUTE DATA

(Also available in Excel version)

ANNEXURE D – (Template “D”)

MPRA SALES DATA

(Also available in Excel version)

ANNEXURE E – GENERAL VALUATION (GV) CLOSE OUT REPORT

Annexure E

Project Closeout Report

General Valuation

Name of Municipality: NKANDLA MUNICIPALITY

Approval of the Project Closeout Report (Annexure E for the general valuation) indicates an understanding that the project is now considered closed by the Project Team, and the Client representative within the Local Municipality concerned. Once the Project Closeout Report is received and finalised as closed and a final delivery certificate has been signed and issued by the Municipal Manager, the full 10% retention may be released.

Approver Name	Title	Signature	Date
	Client Representative		
	Project Manager		
	Municipal Valuer		
	GIS / Data Manager (Property Register)		

Section 1. General Information

Project Name			Bid Reference No:
Local Municipality / Organizational Unit within Local Municipality			
Client Representative	Phone	Email	Fax
Service Provider	Phone	Email	Fax
Municipal Website / Designated Website			

Section 2. General Valuation Deliverables (Refer Bid Specification document)

For each, indicate if the project was successful in meeting the goal or objective and date completed

Item	Project Goal or Objective	Date Operational/Completed	Met?
1	Project Management Function		
1.1	Project Management Function		Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Project Office & Project Establishment		

Item	Project Goal or Objective	Date Operational/Completed	Met?
2.1	Draft & Finalise Project Contract; project programme and project cash flow plan		Yes <input type="checkbox"/> No <input type="checkbox"/>
2.2	Finalise Sub-Contract Agreements		Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3	Establish Project Office and infrastructure		Yes <input type="checkbox"/> No <input type="checkbox"/>
2.4	Project Office Overheads		Yes <input type="checkbox"/> No <input type="checkbox"/>
2.5	Project Office IT Infrastructure		Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Valuation Roll Management System (VRMS)		
3.1	Installation of the Valuation Roll Management System at Project Office – certification and operation demonstrated		Yes <input type="checkbox"/> No <input type="checkbox"/>
3.2	Integration Valuation Roll Management System with Rates Financial System		Yes <input type="checkbox"/> No <input type="checkbox"/>
3.3	Signing of VRMS Service Level Agreement		Yes <input type="checkbox"/> No <input type="checkbox"/>
3.4	Hard Copy & Electronic Data Storage, Back-Up and Retrieval Plan		Yes <input type="checkbox"/> No <input type="checkbox"/>
3.5	Hard Copy & Electronic Data Storage, Back-Up and Retrieval		Yes <input type="checkbox"/> No <input type="checkbox"/>
4.A	Aerial Photography (refer to specifications)		
4A.1	Acquire aerial photography/imagery for the Town (urban) areas only (0.25 resolution)		Yes <input type="checkbox"/> No <input type="checkbox"/>
4A.2	Acquire aerial photography/imagery for the balance being Rural/Farm areas only (0.25 resolution)		Yes <input type="checkbox"/> No <input type="checkbox"/>
4.B	Property Register preparation for the general valuation		Yes <input type="checkbox"/> No <input type="checkbox"/>
4B.1	Identify data sources		Yes <input type="checkbox"/> No <input type="checkbox"/>
4B.2	Acquire, clean and prepare data (in addition to 4.3 and 4.4 below)		Yes <input type="checkbox"/> No <input type="checkbox"/>
4B.3	Deeds office data (ownership and sales data) extracts as per bid document and integration to VRMS		Yes <input type="checkbox"/> No <input type="checkbox"/>
4B.4	Prepare and create Property Register which shall comprise an electronic data base of all properties in terms of the bid specifications and best practice		Yes <input type="checkbox"/> No <input type="checkbox"/>
4B.5	Prepare and create a Valuation Roll GIS cadastral layer in ESRI shape file format aligned to the property register database as per bid document specifications		Yes <input type="checkbox"/> No <input type="checkbox"/>
4B.6	Undertake a record match between the new property register database (valuation roll) records and the <u>valuation roll GIS cadastral layer</u> and produce an exception report with corrective action plan.		Yes <input type="checkbox"/> No <input type="checkbox"/>
4B.7	Undertake a record match between the new property register database (valuation roll) records and the <u>rates financial system records</u> and identify mismatches in a report.		Yes <input type="checkbox"/> No <input type="checkbox"/>
4B.8	Prepare and create a digitised building footprint plan (layer) in ESRI shape file format for each building valued using the specified aerial photography. This will <u>not</u> be required where Non-CAMA methodology (individual valuation per property) is applied and where a building is inspected and measured on site with a sketch provided per building.		Yes <input type="checkbox"/> No <input type="checkbox"/>

Item	Project Goal or Objective	Date Operational/Completed	Met?
5	Project Sales Review; Market and Valuation Methodology Reports		
5.1	Residential Contract Sales Review/Market Report & Valuation Methodology Report (to be read with annexure D) : 1) Initial market report and (2) final market report and to include <ul style="list-style-type: none"> Sales cadastral plans Schedule of all usable sales reviewed in preparation for the general valuation Data collection sales review forms per property Provide data extracts 		Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	Non-Residential (includes agricultural PSI and special property types) Contract Sales Review/Market Report/ Costs reports & Valuation Methodology Reports (to be read with annexure D): 1) Initial market report and (2) final market report and must include <ul style="list-style-type: none"> Sales cadastral plans Schedule of all usable sales reviewed in preparation for the general valuation Building cost report for specialised properties Data collection sales review forms per property Provide data extracts Valuation templates 		Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	Data Collection, Data Capture and Digitised Building Footprint methodology, quality assurance plans and training manuals.		Yes <input type="checkbox"/> No <input type="checkbox"/>
5.4	General Valuation Roll (GV) close out report (Annexure E)		Yes <input type="checkbox"/> No <input type="checkbox"/>
5.5	General valuation roll objections / appeals processing: by the municipal valuer in terms of the MPRA as envisaged by Sections 50, 51, 52, 53 and 69 and the bid specifications.		Yes <input type="checkbox"/> No <input type="checkbox"/>
5.6	General Valuation Objection processing close out report: including count, value changes and GIS spatial layer update (including Year 1) Annexure F		Yes <input type="checkbox"/> No <input type="checkbox"/>
5.7	General Valuation Appeals processing (only attendance at appeal boards can be claimed as quoted under Part D of the schedule).		Yes <input type="checkbox"/> No <input type="checkbox"/>
5.8	General Valuation Appeal close out report: including count, value changes and GIS spatial layer update (including Year 1) Annexure G		Yes <input type="checkbox"/> No <input type="checkbox"/>
5.9	Collection and upload of photographs (JPEG format and 2 photos per building). To be priced on a rate per property if required.	TO DECIDE IF REQUIRED	Yes <input type="checkbox"/> No <input type="checkbox"/>
6	Data collection RESIDENTIAL		
6.1	Develop and submit Data Collection and QA plan		Yes <input type="checkbox"/> No <input type="checkbox"/>
6.2	Prepare & submit training manuals & Data collection forms		Yes <input type="checkbox"/> No <input type="checkbox"/>
6.3	Recruit & Train data collectors		Yes <input type="checkbox"/> No <input type="checkbox"/>
6.4	Collect / Verify and Capture Data (data, sketch, photos etc)		Yes <input type="checkbox"/> No <input type="checkbox"/>
6.5	Collect / Verify and Capture Postal Address Data		Yes <input type="checkbox"/> No <input type="checkbox"/>
6.6	Quality assurance Data Review		Yes <input type="checkbox"/> No <input type="checkbox"/>
6.7	Maintain data		Yes <input type="checkbox"/> No <input type="checkbox"/>

Item	Project Goal or Objective	Date Operational/Completed	Met?
6.8	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications		Yes <input type="checkbox"/> No <input type="checkbox"/>
7	RESIDENTIAL Valuations		
7.1	Generate values (Draft Value per property /Draft Valuation Roll)		Yes <input type="checkbox"/> No <input type="checkbox"/>
7.2	Quality Assurance Value Review with sales ratio study		Yes <input type="checkbox"/> No <input type="checkbox"/>
7.3	Value Finalisation (Final Value per property /Final Valuation Roll)		Yes <input type="checkbox"/> No <input type="checkbox"/>
7.4	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications		Yes <input type="checkbox"/> No <input type="checkbox"/>
8	Data collection NON RESIDENTIAL		
8.1	Develop and submit Data Collection and QA plan		Yes <input type="checkbox"/> No <input type="checkbox"/>
8.2	Prepare & submit training manuals & Data collection forms		Yes <input type="checkbox"/> No <input type="checkbox"/>
8.3	Collect / Verify and Capture Data (data, sketch, photos etc)		Yes <input type="checkbox"/> No <input type="checkbox"/>
8.4	Collect / Verify and Capture Postal Address Data		Yes <input type="checkbox"/> No <input type="checkbox"/>
8.5	Quality assurance Data Review		Yes <input type="checkbox"/> No <input type="checkbox"/>
8.6	Maintain data		Yes <input type="checkbox"/> No <input type="checkbox"/>
8.7	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications		Yes <input type="checkbox"/> No <input type="checkbox"/>
9	Non Residential Valuations		
9.1	Valuations		Yes <input type="checkbox"/> No <input type="checkbox"/>
9.2	Quality Assurance Value Review		Yes <input type="checkbox"/> No <input type="checkbox"/>
9.3	Value Finalisation (draft valuation roll)		Yes <input type="checkbox"/> No <input type="checkbox"/>
9.4	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications		Yes <input type="checkbox"/> No <input type="checkbox"/>
10	Valuation roll		
10.1	Compile and print Final General Valuation Roll certified by the Municipal valuer and hand over to municipal manager		Yes <input type="checkbox"/> No <input type="checkbox"/>
10.2	Upload the General Valuation Roll and Objections forms to designated Website		Yes <input type="checkbox"/> No <input type="checkbox"/>
10.3	General Valuation Roll close out report Annexure E		Yes <input type="checkbox"/> No <input type="checkbox"/>
10.4	Provision and submission of all General Valuation data, documents, reports and information generated from the general valuation in terms of the bid specifications and the MPRA		Yes <input type="checkbox"/> No <input type="checkbox"/>
ANN. D	ANNEXURE D – DATA AS PER TEMPLATES VERIFIED AS SUPPLIED AND CAPTURED (Template A, B, C, D)		Yes <input type="checkbox"/> No <input type="checkbox"/>

Note : Also, attach project programme as at date of General Valuation Close out report.

Section 3. Project Risks/Issues and Mitigation

Indicate if any risks identified at project inception, and/or during the General Valuation Phase occurred and turned into an issue. Describe how the issue was resolved or indicate if the issue is still open. Expand below as may be required.

Item	Risk Identification and Mitigation	Open Issue
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 4. Project Quality

List out major General Valuation Phase deliverables for this project and indicate what quality control review took place and if the review was approved.

Item	Risk per Project Plan	Reviewer Name	Approved
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5. Project Costs and Schedule

Using Earned Value Management, what was the final project performance in terms of costs and schedule?

Cost Parameter	Value	Comments
Approved Bid Price: General Valuation		
Approved Price Variations: General Valuation		
Actual Cost: General Valuation		
Notes:		

Attach :

- Reconciliation of Bid Values/Property Category Counts and Actual Values/Property Category Counts as at end of the General Valuation Phase
- Final Statement of Account as at end of General Valuation Phase

Section 6. Project Files

Indicate the location of all hardcopy and electronic data files used for and created by this project. This would include all work products, deliverables, minutes, memo's and all information related to and specified in the project bid and scope. Also, indicate if the project file referred to has been signed for and handed to the Client's Representative

Work Product / File Name	Location	Service Provider Point of Contact	Delivered to & Received by Client
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 7. Project Lessons Learned

Identify lessons learned specifically for the project. State the lessons learned in terms of a problem (issue). Describe the problem and include any project documentation references (e.g., Project Plan, Issues Log) that provide additional details. Identify recommended improvements to correct a similar problem in the future.

Problem or Issue	References	Recommended Changes

Section 8. Post-Implementation Plans and transition into Supplementary Phase

Action	Planned Date	Assigned To	Frequency

Identify plans for completing post-implementation activities and tasks to transition into Maintenance Phase

Section 9: Critical Dates, Categories of Property, Market Value and Rate in the Rand

Project Goal or Objective	Date
General Valuation Roll – Date of Valuation	
General Valuation Roll - Date of Certification	
Date General Valuation Roll handed to Municipal Manager	
General Valuation Roll - Effective Date	
GV Roll Validity Period	
From:	To:

Categories of properties (Please provide Categories of Property as per Valuation Roll & Tariff Policy)	Number of properties per category	Total market value of properties in roll	Effective Rate in the Rand approved by Local Municipality	Rates amount per category
<i>Include as List per category of property</i>				

- Copy of Front Cover of General Valuation Roll
- Copy of roll certification by Municipal Valuer of General Valuation Roll
- Extracts of a typical page in the roll for Full title and Sectional title properties
- For Supplementary rolls the same information to be provided

Section 10. Open Issues

Describe any open issues and plans for resolution within the context of project closeout.

Issue	Planned Resolution

ANNEXURE F – OBJECTION CLOSE OUT REPORT (GV)

Annexure F

Project Closeout Report

Objection Processing (General Valuation)

Name of Municipality: NKANDLA MUNICIPALITY

Approval of the Project Closeout Report indicates an understanding that this project is at the end of the Objection Processing Phase and is now considered closed by the Project Team, and the Client representative within the Local Municipality concerned. Once the Project Closeout Report is received and finalised as closed and a final delivery certificate has been signed and issued by the Municipal Manager, the full 10% retention may be released.

Approver Name	Title	Signature	Date
	Client Representative		
	Project Manager		
	Municipal Valuer		
	GIS / Data Manager (Property Register)		

Section 1. General Information

Project Name			Bid Reference No:	
Local Municipality / Organizational Unit within Local Municipality				
Client Representative	Phone	Email	Fax	
Service Provider	Phone	Email	Fax	
Municipal Website / Designated Website				

Indicate Yes/No objection report against:

General Valuation Roll:

Section 2. General Valuation Phase Deliverables (Refer Bid Specification document)

For each, indicate if the project was successful in meeting the goal or objective and date completed

Item	Project Goal or Objective	Date Operational/Completed	Met?
11	General Valuation Objections processing and management		
11.1	Process objections in terms of the MPRA <ul style="list-style-type: none"> Record objections in database Respond in writing to objectors Consider objections and adjust value, if appropriate Make available sales evidence in support of decision upon request Provide written reasons to the municipal manager for adjustments greater than 10% GIS cadastral layer updated of objections received with decisions and changes Notify objectors in writing of decision Provide written reasons to objectors for adjustment upon request from objectors Represent the Municipality at Valuation Appeal Board meetings on reviews Update valuation roll with municipal valuer and appeal board review decisions Billing system updated with municipal valuer and appeal board review decisions 		Yes <input type="checkbox"/> No <input type="checkbox"/>
11.2	Close out report on objections Annexure F		Yes <input type="checkbox"/> No <input type="checkbox"/>

Objection Status: Provide stats of objections and value adjustments as per table below. Also, attach project program as at date of Objection Processing Closeout Report.

No	Description	Number	Value amount
1	Total Number of objections received by the municipal manager and forwarded to the municipal valuer for processing		
2	Total number and value of objections adjusted by the municipal valuer by more than 10% up		
3	Total number and value of objections adjusted by the municipal valuer by more than 10% down		

Section 3. Project Risks/Issues and Mitigation

Indicate if any risks identified at project inception, and/or during the General Valuation Phase occurred and turned into an issue. Describe how the issue was resolved or indicate if the issue is still open. Expand below as may be required.

Item	Risk Identification and Mitigation	Open Issue
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 4. Objections (Only) Project Costs and Schedule (Section “N” of bid quote)

Provide final project financial and scope as at end of the Appeal Processing Phase.

SECTION N OF BID DOCUMENTS					
Item	Description	Unit	R amount (incl VAT)	Total Number	Total Cost
11	General Valuation Objections / Appeals processing and management				
11.2	General Valuation Close out report on objections (Annexure F)	Per report			
Total					
Attach :					
<ul style="list-style-type: none"> Statement of Account as at end of Appeal Processing Phase 					

Provide final project financial and scope as at end of the Objection Processing Phase.

Total
Attach :
<ul style="list-style-type: none"> Schedule reflecting reconciliation of Bid Values/Property Category Counts and Actual Values/Property Category Counts as at end of the Objection Phase Final Statement of Account as at end of Objection Phase Copy of Section 49 notice placed in the Press, Government Gazette and section 49 notices posted to property owners, as well as Copy of Objection Forms, A, B, C

Note: Processing of objections in terms of the MPRA and Bid is priced in the bid rates and therefore no additional cost. This close out report however can be claimed as a cost which is priced in the Bid.

Section 5. Project Files

Indicate the location of all hardcopy and electronic data files used for and created by this project and related to the Objection Process. This would include all work products, deliverables, minutes, memo's, prescribed section 49 notices, objection forms, reason letters, and all information related to and specified in the project bid and scope. Also, indicate if the project file referred to has been signed for and handed to the Client's Representative

Work Product / File Name	Location	Service Provider Point of Contact	Delivered to & Received by Client
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6. Project Lessons Learned

Identify lessons learned specifically for the Objection Processing. State the lessons learned in terms of a problem (issue). Describe the problem and include any project documentation references (e.g., Project Plan, Issues Log) that provide additional details. Identify recommended improvements to correct a similar problem in the future.

Problem or Issue	References	Recommended Changes

Section 7. Post-Implementation Plans and transition into Appeal and Supplementary Phase

Action	Planned Date	Assigned To	Frequency

Identify plans for completing post-implementation activities and tasks to transition into Supplementary Phase

Section 8. Categories of Property, Market Value and Rate in the Rand

To provide an updated summary of the full valuation roll after objections have been processed and adjusted to the roll by the municipal valuer and the rates department.

Categories of properties (Please provide Categories of Property as per Valuation Roll & Tariff Policy)	Number of properties per category	Total market value of properties in roll	Effective Rate in the Rand approved by Local Municipality	Rates amount per category
Include as List per category of property				

Section 9. Open Issues

Describe any open issues and plans for resolution within the context of this project phase closeout.

Issue	Planned Resolution

ANNEXURE G – APPEAL CLOSE OUT REPORT (GV)

Annexure G

Project Closeout Report

Appeal Processing (General Valuation)

Name of Municipality: NKANDLA MUNICIPALITY

Approval of the Project Closeout Report indicates an understanding that this phase of the project is now considered closed by the Project Team and the Client representative within the Local Municipality concerned. This close out report must be completed for the general valuation and valuation roll prepared in terms of the MPRA. No retention is applicable for appeals.

Approver Name	Title	Signature	Date
	Client Representative		
	Project Manager		
	Municipal Valuer		
	GIS / Data Manager (Property Register)		

Section 1. General Information

Project Name			Bid Reference No:	
Local Municipality / Organizational Unit within Local Municipality				
Client Representative	Phone	Email	Fax	
Service Provider	Phone	Email	Fax	
Municipal Website / Designated Website				

Section 2. General Valuation Deliverables (Refer to the Bid Specification document)

For each, indicate if the project was successful in meeting the goal or objective and date completed

Item	Project Goal or Objective	Date Completed	Met?
11	General Valuation Appeals processing and management		
11.3	Process Appeals in terms of the MPRA <ul style="list-style-type: none"> Record appeals in database (roll) Make available sales evidence in support of decision upon request GIS cadastral layer updated of appeals received with decisions and changes Represent the Municipality at Valuation Appeal Board hearings Update valuation roll with appeal board appeal decisions Billing system updated with appeal board appeal decisions 		Yes <input type="checkbox"/> No <input type="checkbox"/>
11.4	Close out report on appeals Annexure G		Yes <input type="checkbox"/> No <input type="checkbox"/>

Note : Also, attach the project programme as at date of Objection Processing Close Out Report.

Section 3. Project Risks/Issues and Mitigation

Indicate if any risks identified at project inception, and/or during the Appeal Processing occurred and turned into an issue. Describe how the issue was resolved or indicate if the issue is still open. Expand below as may be required.

Item	Risk Identification and Mitigation	Open Issue
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 4. Project Costs and Schedule

Provide final project financial and scope as at end of the Appeal Processing Phase.

SECTION N OF BID DOCUMENTS					
Item	Description	Unit	R amount (incl VAT)	Total Number	Total Cost
11	General Valuation Objections / Appeals processing and management				
11.4	General Valuation Close out report on appeals (Annexure G)	Per report			
9	Attendance at appeal board meetings by the municipal valuer or by delegation an assistant municipal valuer for appeal hearings and objection reviews				
9.1	Attendance at Appeal Board meetings by the Municipal Valuer	PER APPEAL			
9.2	Attendance at Appeal Board meetings by the delegated assistant municipal valuer	PER APPEAL			
9.3	Vehicle travel to attend appeal board hearings and meetings	Rate/km			
Total					
Attach :					
<ul style="list-style-type: none"> Statement of Account as at end of Appeal Processing Phase 					

Appeal Status: (GV): Provide stats of appeal and value adjustments as per table below. Also, attach project program as at date of Processing Closeout Report.

No	Description	Number	Value amount
1	Total number and value of appeals received by the municipal manager and forwarded to the appeal board chairperson for hearing.		
2	Total number and value of appeals heard and adjusted by the appeal board up .		
3	Total number and value of appeals heard and adjusted by the appeal board Down .		
4	Total number and value of appeals heard and unchanged by the appeal board.		

Note: To provide evidence of adjustments to the roll and rates in terms of Section 69 and 55 of the MPRA.

Section 5. Project Files

Indicate the location of all hardcopy and electronic data files used for and created by this project and related to the Appeal Processing Phase. This would include all work products, deliverables, minutes, memo's, appeal forms, and all information related to and specified in the project bid and scope. Also, indicate if the project file referred to has been signed for and handed to the Client's Representative.

Work Product / File Name	Location	Service Provider Point of Contact	Delivered to & Received by Client
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6. Project Lessons Learned

Identify lessons learned specifically for the Appeal Processing. State the lessons learned in terms of a problem (issue). Describe the problem and include any project documentation references (e.g., Project Plan, Issues Log) that provide additional details. Identify recommended improvements to correct a similar problem in the future.

Problem or Issue	References	Recommended Changes

Section 7. Post-Implementation Plans and transition into Supplementary Phase Tasks

Action	Planned Date	Assigned To	Frequency

Identify plans for completing post-implementation activities and tasks to transition into Supplementary Phase

Section 8. Categories of Property, Market Value and Rate in the Rand

To provide an updated summary of the full valuation roll after appeals have been processed and adjusted to the roll.

Categories of properties (Please provide Categories of Property as per Valuation Roll & Tariff Policy)	Number of properties per category	Total market value of properties in roll	Effective Rate in the Rand approved by Local Municipality	Rates amount per category
Include as List per category of property				

Section 9. Open Issues

Describe any open issues and plans for resolution within the context of project closeout.

Issue	Planned Resolution

ANNEXURE H – SUPPLEMENTARY ROLL MAINTENANCE REPORTS

Annexure H

Project Closeout Report

Supplementary Valuation Rolls (SVR) & Annual Maintenance Period

Period: July 20 to June 20

Name of Municipality: **NKANDLA MUNICIPALITY**

Approval of the Project Closeout Report indicates an understanding that this project is now considered closed by the Project Team and the Client representative within the Local Municipality concerned.

Approver Name	Title	Signature	Date
	Client Representative		
	Project Manager		
	Municipal Valuer		
	GIS / Data Manager (Property Register)		

Section 1. General Information

Project Name			Bid Reference No:	
Local Municipality / Organizational Unit within Local Municipality				
Client Representative	Phone	Email	Fax	
Service Provider	Phone	Email	Fax	
Municipal Website / Designated Website				

Section 2: For each Supplementary Roll prepared and completed provide:

Supplementary Valuation Roll Number (SVR No.) :	Date of Certification	Effective Date

Note: Section 2.1 to Section 2.3 to be completed per SVR

Section 2.1: Critical Supplementary Dates and Publications SVR No: _____

Project Goal or Objective	Date Operational/Completed	Met?
Supplementary Valuation Roll No: _____		
Supplementary Valuation Roll – Date of Certification		
Supplementary Valuation Roll – Effective Date		
Date Supplementary Roll handed to Municipal Manager		
Date Public Inspection and Objection Period Commenced		Yes <input type="checkbox"/> No <input type="checkbox"/>
Date First Section 49 Notice Published in Media		Yes <input type="checkbox"/> No <input type="checkbox"/>
Date Second Section 49 Notice Published in Media		Yes <input type="checkbox"/> No <input type="checkbox"/>
Date Section 49 Notice Published in Gazette		Yes <input type="checkbox"/> No <input type="checkbox"/>
Date Section 49 Notices postage commenced Property Owners		Yes <input type="checkbox"/> No <input type="checkbox"/>
Date Section 49 Notices was placed onto available website		Yes <input type="checkbox"/> No <input type="checkbox"/>
Date Supplementary Valuation Roll and Objection Forms accessible at Municipal Offices and designated website		Yes <input type="checkbox"/> No <input type="checkbox"/>
Date Public Inspection and Objection Period Closed		Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 2.2: Categories of Property, Market Value and Rate in the Rand SVR No: _____

To provide an updated summary of the full (consolidated) amended valuation roll after the supplementary valuation roll has been uploaded to the roll and rates financial system.

Categories of properties (Please provide Categories of Property as per Valuation Roll & Tariff Policy)	Number of properties per category	Total market value of properties in roll	Effective Rate in the Rand approved by Local Municipality	Rates amount per category
Include as List per category of property				

Section 2.2: Number of Properties Count per Section 78 Categories

Section 78 Category of Property Description	Number of properties per section 78 category

Section 2.3: Supplementary Valuation Roll Deliverables as per SVR No: _____

For each, indicate if the project was successful in meeting the goal or objective and date completed

Item	Project Goal or Objective	Date Completed	Met?
SVR	Supplementary Valuation Roll/s (SVR No: _____)		
1	Compile Supplementary Roll/s <ul style="list-style-type: none"> Attend to all s78 supplementary valuations (SV) including the notifications and review decisions in terms of s78 (5) Investigate valuation queries Identify property omitted, newly included property, newly created property, substantial change in value of property, incorrectly valued property, property changing category Update ownership and particulars Approve supplementary valuations and updates to valuation roll Print Final supplementary Valuation Roll Certify SVR and deliver to the municipal manager Support section 49 process in terms of the MPRA Upload SVR and Objection Forms to designated website Update the Valuation Roll via the VRMS and MFMS 		Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Perform ongoing maintenance and undertake corrections of the Valuation Roll GIS cadastral layer in ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver with the supplementary valuation roll.		Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Process supplementary objections and appeals and provide status		Yes <input type="checkbox"/> No <input type="checkbox"/>
4	VRMS available and operational and necessary extract and exports in terms of Bid specifications		Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Municipal Valuer confirmed appointed and designated by the municipal manager		Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 3: Register of Properties: Part A and Part B (Section 23 of the MPRA)

Item	Project Goal or Objective	Date	Met?
1	Register of Properties in place: Part A		Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Register of Properties last updated with SVR		Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Register of Properties : Part B – date last updated		Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Register of Properties open for inspection by the public during office hours		Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 4. Project Costs and Schedule

Provide final project financial and scope progressively as at end of each supplementary valuation roll phase.

SECTION N OF BID DOCUMENTS					
Item	Description	Unit	R amount (incl VAT)	Total Number	Total Cost
12	Updating of valuation rolls: Perform the functions of the municipal valuer, preparation of supplementary valuations and preparation of an annual supplementary valuation roll in terms of the MPRA and Bid specifications with the Annexure "H" report. (table 1 cross ref item 7)				
12.1	Updating of valuations rolls: Perform the functions of municipal valuer including the section 78 and 49 administrative support and notifications (1 st Financial Year after GV effective date)				
12.1.1	Updating of Valuation Roll GIS Cadastral layer: (1 st Financial Year after GV effective date)				
12.1.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance one roll per annum (1 st Financial Year after GV effective date). Annexure H	1 x Report			
12.2	Updating of valuations rolls: Perform the functions of municipal valuer including the section 78 and 49 administrative support and notifications (2 nd Financial Year after GV effective date)				
12.2.1	Updating of Valuation Roll GIS Cadastral layer: (2 nd Financial Year after GV effective date)				
12.2.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance one roll per annum (2 nd Financial Year after GV effective date). Annexure H	1 x Report			
12.3	Updating of valuations rolls: Perform the functions of municipal valuer including the section 78 and 49 administrative support and notifications (3 rd Financial Year after GV effective date)				
12.3.1	Updating of Valuation Roll GIS Cadastral layer: (3 rd Financial Year after GV effective date)				
12.3.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance one roll per annum (3 rd Financial Year after GV effective date). Annexure H	1 x Report			
12.4	Updating of valuations rolls: Perform the functions of municipal valuer including the section 78 and 49 administrative support and notifications (4 th Financial Year after GV effective date)				
12.4.1	Updating of Valuation Roll GIS Cadastral layer: (4 th Financial Year after GV effective date)				

SECTION N OF BID DOCUMENTS					
Item	Description	Unit	R amount (incl VAT)	Total Number	Total Cost
12.4.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance one roll per annum (4 th Financial Year after GV effective date). Annexure H	1 x Report			
12.5	Updating of valuations rolls: Perform the functions of municipal valuer including the section 78 and 49 administrative support and notifications (5 th Financial Year after GV effective date)				
12.5.1	Updating of Valuation Roll GIS Cadastral layer: (5 th Financial Year after GV effective date)				
12.5.2	Supplementary Valuation Roll report: Includes body of evidence to confirm MPRA compliance one roll per annum (5 th Financial Year after GV effective date). Annexure H	1 x Report			
13	Valuation roll management system (VRMS) (Available, licenced and functional as per bid and bid specifications) (table 1 item cross ref with No. 8). Includes all data extracts / exports				
13.1	VRMS Licence SLA Year 1 (first Financial Year after GV effective date)				
13.2	VRMS Licence SLA Year 2 (second Financial Year after GV effective date)				
13.3	VRMS Licence SLA Year 3 (third Financial year after GV effective date)				
13.4	VRMS Licence SLA Year 4 (fourth Financial Year after GV effective date)				
13.5	VRMS Licence SLA Year 5 (fifth Financial Year after GV effective date)				
Total					
Attach : <i>Statement of Account as at end of each progressive Supplementary Valuation Roll certified and submitted.</i>					

Objection Status: (Supplementary Roll): Provide stats of objections and value adjustments as per table below. Also, attach project program as at date of Processing Close Out Report.

No	Description	Number	Value amount
1	Total number and value of objections received by the municipal manager and forwarded to the municipal valuer for processing		
2	Total number and value of objections adjusted by the municipal valuer of 10% or less		
3	Total number and value of objections adjusted by the municipal valuer by more than 10% up		
4	Total number and value of objections adjusted by the municipal valuer by more than 10% down		
5	Total number and value of objections reviewed and the municipal valuers decision "Confirmed" by the appeal board		
6	Total number and value of objections reviewed and the municipal valuers decision "Amended" by the appeal board		
7	Total number and value of objections reviewed and the municipal valuers decision "Revoked" by the appeal board		

Appeal Status: (supplementary roll): Provide stats of objection / appeal and value adjustments as per table below. Also, attach project program as at date of Processing Close Out Report.

No	Description	Number	Value amount
1	Total number and value of appeals received by the municipal manager and forwarded to the appeal board chairperson for hearing.		
2	Total number and value of appeals heard and adjusted by the appeal board up .		
3	Total number and value of appeals heard and adjusted by the appeal board Down .		
4	Total number and value of appeals heard and unchanged by the appeal board.		

Note: To provide evidence of adjustments to the roll and rates in terms of Section 69 and 55 of the MPRA.

Section 5. Project Risks/Issues and Mitigation

Indicate if any risks identified at project inception, and/or during the Supplementary Valuation Phase occurred and turned into an issue. Describe how the issue was resolved or indicate if the issue is still open. Expand below as may be required.

Item	Risk Identification and Mitigation	Open Issue
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6. Project Quality

List out major Maintenance Phase deliverables for this project and indicate what quality control review took place and if the review was approved.

Item	Risk per Project Plan	Reviewer Name	Approved
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6. Project Files

Indicate the location of all hardcopy and electronic data files used for and created by this project. This would include all work products, deliverables, minutes, memo's and all information related to and specified in the project bid and scope. Also, indicate if the project file referred to has been signed for and handed to the Client's Representative

Work Product / File Name	Location	Service Provider Point of Contact	Delivered to & Received by Client
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 7. Project Lessons Learned

Identify lessons learned specifically for the project. State the lessons learned in terms of a problem (issue). Describe the problem and include any project documentation references (e.g., Project Plan, Issues Log) that provide additional details. Identify recommended improvements to correct a similar problem in the future.

Problem or Issue	References	Recommended Changes

Section 8. Post-Implementation Plans and transition into next supplementary valuation phase or General Valuation Cycle where applicable

Action	Planned Date	Assigned To	Frequency

Identify plans for completing post-implementation activities and tasks to transition into next maintenance phase cycle and/or general valuation when applicable.

Section 9. Open Issues

Describe any open issues and plans for resolution within the context of project closeout.

Issue	Planned Resolution

ANNEXURE I – AGRICULTURAL GUIDELINES

Guidance: Agricultural Property Valuation

Interpreting specific provisions of the Municipal Property Rates Act, No. 6 of 2004 (as amended) in the Valuation of Agricultural Properties

Introduction

The Municipal Property Rates Act, Act 6 of 2004 as amended (the MPRA) - provides that all properties in South Africa be valued for rating purposes on the basis of Market Value.

This is provided for in Section 46 (1) as follows:

“Subject to any other applicable provisions of this Act, the market value of a property is the amount the property would have realised if sold on the date of valuation in the open market by a willing seller to a willing buyer”

Those familiar with the Act will be aware that the requirement of Market Value is, for certain property categories, subject to certain limitations.

With specific reference to agricultural properties, there are certain provisions in the Act which may be open to differing interpretations. These can lead to farms in adjacent municipalities with similar farmland, some forming part of the same farm, being valued at differing values. This may not necessarily be due to the application of varying market factors, but rather inconsistent interpretations of the Act as to ‘what is to be valued’.

The provisions relate to:

- the exclusion of annual crops to be harvested;
- the exclusion of immovable equipment or machinery and underground improvements.
- the inclusion of the irrigation pump installation.

Where farms are typically sold with irrigated lands and equipment, or inclusive of part or all of the annual crop in rotation, the above exclusions will require adjustments to be made to the values reached. Ratepayers will thus be aware that in certain agricultural sectors, there will be a difference between 'Open Market Value' as defined globally, and 'Open Market Value for Rating Purposes' in South Africa.

The guidelines are therefore intended to promote a consistent approach to the interpretation of these limitations and variations to market value for the valuation of agricultural properties for rating purposes under the Act.

- In order to value agricultural property the following is a definition of "agricultural property" to apply to the guidelines –

"Agricultural property" - means a property that is used primarily for agricultural purposes but, without derogating from section 9, excludes any portion thereof that is used commercially for the hospitality of guests, and excludes the use of the property for the purpose of ecotourism or for the trading in or hunting of game.

Proposed Guideline #1. Interpretation of Annual Crop Values:

S46 (4) of the MPRA states:

"in determining the market value of a property used for agricultural purposes, the value of any annual crops or growing timber on the property that have not yet been harvested as at the date of valuation must be disregarded for the purpose of valuing the property."

Growing Timber

In disregarding the value of growing timber, this is taken to mean that land on which timber with a commercial or contributory value is growing must be valued as if such timber did not exist. Growing timber is taken to include the 'coppice' or the stump re-growth that is left behind after a plantation is cut away, and which is of a variety that the coppice will generate new tree growth.

All other farm improvements such as plantation roads, infrastructure and improvements are to NOT be disregarded.

Due care must be exercised in assessing the value of such land when and if the valuation is reliant on comparable sales in which such timber is included on an 'all in' basis are selected for comparison and analysis.

The application of such sales should yield similar results to comparisons made with land and infrastructure with timber potential, with adjustments, as required, for existing infrastructure on the subject farm.

Annual Crops

The MPRA provides that 'the value of any annual crop not yet Harvested as at the date of valuation must be disregarded for purposes of valuing the property.'

Before considering what constitutes the 'annual crop' on a productive farm, it is important to distinguish between the plant and the crop.

The following schedule serves as a guide to distinguishing some of the plants and crops in South Africa.

Schedule of annual crops to be disregarded:

Plant	Annual Crop	Should the plant be disregarded with the crop?
Banana Plantations	Bananas	No
Berry Producing Plants	Berries	No
Citrus	Oranges, lemons, grapefruit,	No
Coffee/Tea	Coffee/Tea	No
Cotton	Cotton	No
Deciduous Fruit Orchards	Fruit	No
Sisal	Fibre crop	Yes
Grain Crops	Grain	Yes
Melons	Fruit	No
Olive Groves	Olives	No
Potatoes	Potatoes	Yes
Sugar cane	Stem	No
Vineyards	Grapes	No

Annual crops are taken to mean the total harvest or yield that is gathered over a 12 month cycle.

Thus the value of the annual crop must be disregarded if it formed part of a going concern transaction. However, in many farming sectors, the annual crop will be considered separately from the price paid for the immoveable property (eg vegetable operations) and so the comparable sales in such sectors will exclude the annual crop value.

As an example to distinguish between a plant and a crop, a productive sugar cane farm planted in rotation will often harvest only a portion of the total crop planted during a 12 month period. At sale, such a farm property may sell with or without part, or all of the cane that will be cut during the harvesting season.

Cane is a plant that “rattoons” for several years before new cane roots require replanting. That is to say that the cane stem, once cut, leaves behind a short ‘stump’ and ‘root’ that will regenerate to yield 4 to 6 more crops depending on soils, cane variety and rainfall levels.

In this instance the ‘root’ is the plant and the cane stem that is cut constitutes the crop.

If the value of the annual crop that is harvested is found to form part of the price paid for the comparable sale of the immoveable property, then the Valuer will disregard/deduct the net annual crop value and apply the residual benchmarks, after any other relevant adjustments, thereby resulting in a market value for rating purposes.

The value of the crop in this instance is the gross market price prevailing at the Fixed Date, less all costs associated with harvesting, transporting to the sugar mill and any other costs associated with the sale for the annual crop at point of sale (including levies). The same principle will apply to deciduous fruits and crops that are harvested from plants that regenerate future crops.

Pastures

For the purposes of clarification, pastures are specifically defined. Pastures are grown for livestock consumption and are normally grazed in rotation. The value of the land established to pasture is typically expressed as a rate per hectare and is typically based on the establishment costs of that pasture together with associated carrying capacities.

In no instances are farm prices declared found to be assessed 'net' of pasture lands, and thus no adjustment is necessary for the pasture crop.

Proposed Guideline #2. Machinery, Equipment and Irrigated Lands

Section 46 (3) (b) of the MPRA states:

"In determining the market value of a property the following must be disregarded for purposes of valuing the property:

(b) "The value of any equipment or machinery which, in relation to the property concerned, is immovable property, excluding –

- (i) a lift
- (ii) an escalator
- (iii) an air-conditioning plant
- (iv) fire extinguishing apparatus
- (v) a water pump installation for a swimming pool or for irrigation or domestic purposes
- (vi) any other equipment or machinery that may be prescribed"

With regard to agriculture, this provision is interpreted as requiring all immoveable equipment and machinery to be disregarded, except the irrigation pump installation which is to be included.

Property is clearly defined in Section 1 of the Act. Other than the above inclusions, and other than the Public Services Infrastructure specified in Section 1 of the Act, all plant and equipment, both moveable and immoveable, is thus excluded for purposes of valuation in terms of the Act.

Movable and immovable equipment & machinery on agricultural properties

As indicated above, movable and immovable equipment and machinery are to be excluded and, in the case of agriculture, the only exception for inclusion is the irrigation pump installation.

Dealing firstly with the exclusion of all plant, machinery and equipment, it is noted that in the case of agricultural properties, movables (including plant and equipment) are frequently included in the sale of such properties, particularly when farms are sold as going concern enterprises.

It follows that where equipment, moveable or immovable, typically forms part of a sale, the value of the property will be less after the immovable equipment and machinery has been disregarded. For example a dairy farm sale would typically include immovable milking equipment and machinery which, if disregarded, would result in a lower value. i.e. its rateable value would be lower than its typical market value.

Equally, the value of **irrigated lands** which comprise of irrigation mains, infield equipment and pumps, motors and ancillary switchgear and equipment are also typically included as part of a farm sale. If as the Act requires, the valuer is to disregard all immovable Plant and Equipment and if, in terms of S1 of the Act, the valuer is to only value Immoveable Property, then clearly ALL plant, machinery and equipment are to be disregarded in the valuation of property for rating purposes.

It follows that without irrigation equipment, the underlying land is, to all intents and purposes, no longer irrigated and will now fall into an 'irrigable' land category and should be valued as such. The exception to this rule will be lands under flood irrigation where all irrigation infrastructure is of earth or civils.

Irrigable Land is taken to mean land with (water) rights that may be irrigated (potential for irrigation)

Irrigated Land is taken to mean irrigable land with the equipment installed and/or on the farm and which is sufficient and available to irrigate the land (equipment not necessarily in the field but on the farm and in working order – viz draglines).

Type of irrigation system	What is to be valued in terms of S46 3 (b) (v) of	What must be excluded as equipment & machinery
Centre pivot	Irrigation Pump installation	Motor, switchgear and pump foundation; inlet and outlet pipe to pump, Main line to edge of field. Centre pivot and in field mother lines (piping)
Drip irrigation	Irrigation Pump installation	Motor, switchgear and pump foundation; inlet and outlet pipe to pump, Main line to edge of field, Drippers and in field mother lines (piping)
Drag line	Irrigation Pump installation	Motor, switchgear and pump foundation; inlet and outlet pipe to pump from water source to Main line to edge of field Sprinklers, drag lines and in field lines
Water cannon	Irrigation Pump installation	Motor, switchgear and pump foundation; inlet and outlet pipe to pump; Main line to edge of field, Water cannon and in field piping

The retention of the irrigation pump installation in terms of the MPRA may thus seem superfluous as it is not capable, in isolation, of irrigating the land. This is, however, a requirement of the MPRA and valuers will be required to include pump installations as part of the assessed Market Value.

Plant and Machinery in General

In the agricultural sector, plant &	Examples per sector of moveable & immoveable equipment/ machinery to be disregarded	Improvements not categorised as Equipment but rather as land improvements
Field Crops	Farm implements Processing and packaging equipment Grain silos Fire fighting equipment	Dams, fences, livestock camp watering systems; silos
Horticulture	Fruit & vegetable sorting equipment, Sugar milling equipment processing and packaging equipment Fire fighting	Tunnels & lighting; dams, fences, silos

In the agricultural sector, plant &	Examples per sector of moveable & immovable equipment/ machinery to be disregarded	Improvements not categorised as Equipment but rather as land improvements
Livestock:	Livestock feeding systems Feed bins Processing and packaging equipment Fire fighting equipment	Livestock spray race, loading/handling facilities, cattle crush, dip tank; dams, fences, livestock camp watering systems; silos; stables; racetracks; dressage rings; pigsties; poultry houses
Aqua cultur	Water purification equipment Processing and packaging	Dams, fences.
Api culture	Processing and packaging equipment Fire fighting	Dams, fences.
Forestry	Timber logging and chipping equipment Timber milling equipment Processing and packaging equipment Transport equipment Fire fighting equipment	Dams, fences, fire towers
Viticulture	Cellar plant & equipment	Vine trellises,
Dairy	All dairy parlour equipment; demountable cooler rooms; milk separators; scales; bottling equipment; Air compressors	Dairy parlour buildings

Proposed Guideline #3: Agricultural Properties Farmed in Unity of Use

In assessing the market value of a farm for rating purposes, it must first be established what subdivisions making up the farm in question constitute the farming unit. Secondly, the valuer must investigate whether a compelling dependency exists between two or more contiguous subdivisions in the successful running of the farm business. Dependencies may include factors such as water, irrigation reticulation, road access, optimising crop or livestock yields, scattered labour housing, particular camp systems and the like. Thirdly, the valuer should determine whether the farm unit would typically be brought to sale as a 'single' farm property, or whether a break up of the component parts could yield a higher overall value and that the subdivisions would typically be brought to sale individually rather than as a unit.

It may also be the case that one of the subdivisions falls in the adjacent Municipal Area and that the process of Municipal Boundary Demarcation has overlooked the farm unit dependency/ies. In these cases, the Valuer will need to value the whole farm unit and then make a hypothetical adjustment to the final value so as to exclude the portion outside the Municipal Area in question. Valuers are advised to note such instances and encouraged to inform the Valuer of the adjacent Municipality where a portion of a farm unit is split by Municipal boundaries.

The recording of farm values in the Valuation Roll should be made as a single value against the Farm Unit unless of course individual subdivisions would typically be brought to sale individually. It will be up to the Valuer to cross reference each subdivision making up such a Farm Unit. Individual or pro rata values applied by the Valuer to the separate subdivisions forming part of a single farming unit will, if recorded as such in the Valuation Roll, be construed as having been separately valued.

ANNEXURE J – COMMUNAL PROPERTY VALUATION AND RATING GUIDELINES

VALUATION AND RATING OF COMMUNAL PROPERTY

PURPOSE:

1. The purpose of this guideline is to assist municipalities in the valuation and rating of Communal property within KwaZulu Natal, towards ensuring a consistent and equitable approach to the valuation and rating of communal property in terms of the Local government Municipal Property Rates Act, 2004 (Act No 6 of 2004).

DEFINITION OF COMMUNAL PROPERTY:

2. Unless the context indicates otherwise, “**communal property**” includes:
 - (a) Ingonyama Trust land as contemplated in the Ingonyama Trust Act, 1994 (Act No 3 of 1994), excluding:-
 - (i) Any land or real right in land contemplated in section (4) of the Ingonyama Trust Act, 1994;
 - (ii) Any land that is subject to an agreement of lease registered with the Registrar of Deeds; and
 - (iii) Any land that is subject to an agreement of lease for a period in excess of 10 years, which is registered with the Ingonyama Trust Board;
 - (b) State Trust Land as defined in section 1 of the MPRA, excluding:
 - (i) Any land or real right in land for which a certificate has been issued in terms of section 239 of the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993), as contemplated in item 28 of Schedule 6 to the Constitution of the Republic of South Africa, 1996;
 - (ii) Any land that is subject to an agreement of lease registered with the Registrar of Deeds; and
 - (iii) Any land tenure rights as contemplated in Schedule 1 and Schedule 2 of the Upgrading of Land Tenure Rights Act, 1991 (Act No 112 of 1991);
 - (c) Land registered in the name of a Communal Property Association, as contemplated in the Communal Property Association Act, 1996 (Act No 28 of 1996), excluding any land that is subject to an agreement of lease registered with the Registrar of Deeds; and
 - (d) Any other property, regardless of the owner of the property, which:-
 - (i) Is a single piece of land;
 - (ii) Has more than one residential and non-residential top structures occupied by unrelated occupiers with insecure tenure; and
 - (iii) Used for communal purposes,

Excluding any land tenure rights as contemplated in Schedule 1 and Schedule 2 of the Upgrading of Land Tenure Rights Act, 1991 (Act No 112 of 1991).

BASIS OF VALUATION:

3. Communal property must be valued in accordance with:-
 - (a) A multiple-purpose approach to determine which portion of the property is communal property, by:-
 - (i) Apportioning the market value to the different uses of the property; and
 - (ii) Applying rates applicable to the categories under the different market value apportionments;
 - (b) The market value of the communal property on the date of valuation; and
 - (c) The actual use of the communal property.

Main legislation, principles and policies over ITB property

1. In terms of section 7(1) of the MPRA a municipality must levy rates on all rateable properties in its area.
2. In terms of section 5 of the MPRA a municipal council must annually review and if necessary amend its rates policy which must accompany the municipality's annual budget when tabled in terms of section 16 (2) of the MFMA.
3. In terms of section 15(1)(a) of the MPRA a municipality may in its rates policy exempt rates payments or grant a rebate to a specific category of owners of properties, or the owners of a specific category of properties, including indigent owners.
4. The ITB owns and administers Ingonyama Trust land in terms of the KwaZulu Ingonyama Trust Act, (KwaZulu Act No 3 of 1994) ("ITA").
5. The ITB as an owner is not exempt from the payment of rates in terms of the MPRA.
6. ITB property is mostly used for more than one purpose which is therefore defined as "multiple purposes" in terms of the MPRA. In relation to a property this means the use of a property for more than one purpose.
 - 6.1. The category of property for property used for multiple purposes must therefore be established in terms of section 9 and 8 (2) (i) of the MPRA.
 - 6.2. The category of property determined should be in terms of section 9 (1) (c) with the value apportioned and rates determined in terms of section 9 (2).
 - 6.3. Other property as defined in the MPRA which is identified over ITB property may be recognised for separate rating subject to the MPRA and rates policy criteria and deducted from the primary registered property as recorded in the deeds registry.
7. In terms of section 23 of the MPRA a municipality must draw up and maintain a register in respect of properties situated within that municipality, consisting of part A the valuation roll and part B the relief measures permitted in terms of rates policy.

8. The municipality must in conjunction with the appointed municipal valuer identify and recognise property in terms of the definition of property, based on information from a register which includes the Deeds Office, legal registers of property / property rights or any other information readily available to it.
9. In terms of the MPRA property is defined as –
 - 9.1. (a) immoveable property registered in the name of a person;
 - 9.2. (b) a right registered against immoveable property in the name of a person;
 - 9.3. (c) a land tenure right registered in the name of a person or granted to a person in terms of legislation or;
 - 9.4. (d) public service infrastructure.

A property has a corresponding definition of owner in terms of rates liability.

10. In terms of the MPRA a property as defined under paragraphs (a), (b) or (c) is recognised when –
 - (a) recorded in a register in terms of –
 - (i) the Deeds Registries Act, 1937 (Act No. 47 of 1937); or
 - (ii) the Mining Titles Registration Act, 1967 (Act No. 16 of 1967); and
 - (b) includes any other formal act in terms of any other legislation to record-
 - (i) a right to use land for or in connection with mining purposes; or
 - (ii) a land tenure right.
11. A land tenure right, means a land tenure right as defined in section 1 of the Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1990) which reads as follows –

“(vii) “land tenure right” means any leasehold, deed of grant, quitrent or any other right to the occupation of land created by or under any law and, in relation to tribal land, includes any right to the occupation of such land under indigenous law or customs of the tribe in question.”
12. In terms of a land tenure right, under paragraph (c) of the definition of property, ITB land may be allocated to persons and recognised for separate rating over property used for multiple purposes, subject to rates policy criteria, by means of –
 - 12.1. a lease agreement with the ITB, recorded in the Deeds Registry in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937);
 - 12.2. a lease agreement with the ITB, recorded in a register held by the ITB;
 - 12.3. a deed of grant and recorded in the Deeds Registry in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937) or in a legal register;
 - 12.4. a right to occupy the land and recorded in a register held by the ITB or recorded in a register held by Traditional Councils or recorded in a register held by the Department of Rural Development and Land Reform.
13. In terms of land occupied by indigent owners (land tenure right) over ITB owned property which are developed with an immovable improvement, it is suggested that a threshold value amount be adopted as a reduction in terms of section 15 (2) of the MPRA, below which no rates are payable.
14. In terms of section 46 (2) of the MPRA under “valuation criteria” the municipal valuer is entitled to identify and value any unauthorised immovable improvement and any unauthorised use as if it were lawful.

15. In terms of rates policy an immovable improvement over a property used for multiple purposes will only be recognised as a separate rateable property if the property and use is authorised and approved by the municipality in terms of the National Building Regulations and their land use planning.
16. In terms of rates policy any unauthorised immovable improvement and any unauthorised use over a property used for multiple purposes may be valued by apportionment and rates levied against the underlying registered owner as recorded in the deeds registry office.

ANNEXURE K – MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN

THE NKANDLA MUNICIPALITY

Herein represented by

duly authorised in his/her capacity as

MUNICIPAL MANAGER

by the

NKANDLA MUNICIPALITY

AND

Herein represented by

in his/her duly authorised capacity as

OF

WHEREAS:

- A. The Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) seeks to reform the current system of levying property rates by municipalities and as such introduces fundamental changes in the current system of property rating provided for in the various founding local government legislation;
- B. The Act further seeks to enhance certainty, uniformity and simplicity in property rating and to provide local government with a sufficient and buoyant source of revenue necessary to fulfil its developmental responsibilities and ensure economic and financial viability of municipalities without debilitating the poor;
- C. The Act requires Municipalities to adopt and implement a policy on the levying of rates on rateable property that is uniformly applicable and consistent with the Act;
- D. As a basis for the rates policy, the Act requires a valuation of all properties within a municipality with a view to the compilation of a General Valuation Roll, and section 33 of the Act directs municipalities to designate either one of its officials or a person in private practice as its municipal valuer;
- E. To this end the Bid Awards Committee of the Municipality awarded the bid to the Consultant in terms of Bid Number _____ to undertake the services set out in the Act and the bid documentation, both of which form an integral part of this agreement; and;
- F. The parties deem it expedient to record the terms of their agreement in writing, in order to establish the framework and conditions on which the Consultant will provide services to the Municipality.

THE PARTIES AGREE AS FOLLOWS:**INTERPRETATION AND DEFINITIONS**

1. In this Agreement, unless the context indicates otherwise—

- 1.1 an expression, which denotes any gender, includes the other genders, a natural person includes an judicial person and vice versa, and the singular includes the plural and vice versa;
- 1.2 clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

“agreement” means this agreement and all the Annexures thereto;

“Commencement Date” means a date, which is 10 business days from the date of notification to unsuccessful bidders

“Consultant” means _____ and its successors-in-title;

“Date of Draft Submission” means the date upon which the Municipality requires the Consultant to submit data relevant to the valuation roll to enable the Municipality to use such data in the preparation of their rates policy and tariffs;

“Date of Final Submission” means the date upon which the valuations to be undertaken by the Consultant are to be handed to the Municipality by the Consultant;

“Date of Valuation” means 01 July 2024 - From Council Resolution;

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

“Municipality” means the Nkandla Municipality;

“parties” means the Municipality and the Consultant;

“services” means the services contemplated in this agreement, including the Bid Documents and the Act;

“the Act” means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004); and

“Project deliverables” means the comprehensive work plan and deliverables submitted by the Consultant as contemplated in clause 3 of the Bid specification document and Section N: PRICING-SCHEDULE AND PROJECT WORK PROGRAM of the Bid specification document as attached. The deliverables must be in terms of the Bid document and MPRA;

- 1.3 words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and
- 1.4 this agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

DURATION OF THE AGREEMENT

2. This Agreement commences on _____, and terminates on _____, provided that the agreement may be—
 - 2.1 extended or renewed as contemplated in clause 3; and
 - 2.2 terminated prior to _____ as contemplated in clauses 5, 8, 14 and 15.

EXTENSION AND RENEWAL

3. In the event that the Municipality elects to extend or renew the agreement beyond the period contemplated in clause 2—
 - 3.1 the Municipality must give the Consultant written notice of such proposed extension or renewal, no less than thirty days prior to the termination of this Agreement; and
 - 3.2 the Consultant must give written notice of acceptance or refusal, no later than fifteen days after receipt of the offer contemplated in clause 3.1.

OFFER OF EXTENSION OR RENEWAL

4. Any offer of extension or renewal as contemplated in clause 3, is at the sole discretion of the Municipality, and will be for a period determined suitable by the Municipality.

NOTICE OF TERMINATION

5. The Municipality is not required to give notice of termination of the agreement, provided that the Municipality, in its sole discretion, may terminate the agreement prior to the date contemplated in clause 2, in which event–

5.1 the Municipality must–

- 5.1.1 give written notice to the Consultant no less than thirty days prior to the date of intended termination; and

- 5.1.2 as contemplated in this agreement, pay the Consultant any remuneration due for services rendered and reimburse the Consultant for costs incurred up to the date of termination of the agreement; and

- 5.2 the Consultant must immediately submit to the Municipality all documentation and materials relating in any manner whatsoever to work undertaken as contemplated in this agreement.

DUTIES OF THE CONSULTANT

6. The Consultant must–

- 6.1 upon signature of this agreement commence rendering the services in terms of the Bid specifications, in terms of industry property valuation standards and in terms of the Municipal Property Rates Act, Act No 6 of 2004;

- 6.2 prepare such written documentation and accompanying material deemed necessary by the Municipality;

- 6.3 prepare and submit reports as contemplated in clause 13, and comply with all management systems and further reporting procedures required by the Municipality;

- 6.4 treat as strictly confidential all information obtained by it during the performance of the service, and may not disclose any such information to any third person whatsoever, either during and after termination of this agreement; and

- 6.5 immediately notify the Municipality in writing if for any reason it is incapable of performing the service contemplated in this agreement, specifying alternative or remedial steps to be taken, which may include termination of the agreement in whole or in part.

TAXATION

7. Any required income tax or other taxation payments required by law are the responsibility of the Consultant and the Municipality will not deduct any income tax or other taxation from any payments due to the Consultant.

DUTY OF LOYALTY AND CONFIDENTIALITY

8. The Consultant understands and agrees that it owes a duty of loyalty and confidentiality to the Municipality and any breach of such duties will, notwithstanding the provisions of clause 14, be grounds for immediate termination of this Agreement without notice to the Consultant.

DUTIES OF THE MUNICIPALITY

9. The Municipality must–
- 9.1 provide such assistance as is reasonably required by the Consultant to carry out the service;
 - 9.2 in order to avoid delays, consider documents, accompanying material and information supplied by the Consultant and take decisions related thereto, within a reasonable period;
 - 9.3 issue all instructions or requests related to the service through the Consultant; and
 - 9.4 remunerate the Consultant for the service rendered as contemplated in clauses 10 and 11.

REMUNERATION OF THE CONSULTANT

10. The Municipality must remunerate the Consultant as contemplated in this agreement based on the submitted quotation Section N (table 1) of the bid and the priced work program (table 2) of the bid, and it is agreed that the price for the provision of the service, will be the sum of R_____

(_____)

inclusive of VAT and any and all disbursements.

PAYMENTS

11. Payment must be made directly to the Consultant upon completion of the services, and within thirty days of receipt by the Municipality of a detailed invoice, provided that the Municipality may refuse to make any payment–
- 11.1 in the event that the Municipality, in its sole discretion, is of the opinion that the Consultant has not performed the services as contemplated in this agreement; or
 - 11.2 for as long as any report contemplated in clause 13 and any deliverable contemplated in the Bid specification document remains outstanding.

OWNERSHIP OF DOCUMENTS AND MATERIALS

12. All documents and materials produced by the Consultant as contemplated in this agreement are, and will remain the sole property of the Municipality, including any data and information, in whatever manner or format, whether hard copy, digital, video tape, audio tape, or otherwise, provided that–
- 12.1 the Consultant must furnish a hard copy and electronic copy of the final report, software or similar document to the Municipality;
 - 12.2 the Municipality reserves the right to make reports, plans, software or similar documents received by it as part of this agreement available to the public free of charge; and

- 12.3 the Consultant may not make any software or other intellectual product or document available to any person or entity without the express, prior, written authority of the Municipality, which permission may not be unreasonably withheld.

REPORTING TO THE MUNICIPALITY

13. The Consultant must provide the Municipality with–

- 13.1 written monthly progress reports within ten days of the end of each month; and
- 13.2 written close out reports in terms of the bid and bid specifications within ten days of completion of the service;
- 13.3 a final written close-out report within ten days of the completion of the service.

BREACH OF AGREEMENT

14. If either party fails to meet its obligations in terms of this agreement, the innocent party, at its choice, and after giving seven days' written notice to the defaulting party at its *domicilium*, calling on the latter to remedy the breach, may–

- 14.1 terminate the agreement; or
- 14.2 enforce the terms of the agreement; and
- 14.3 in any event claim any damages that it may have suffered as a result of the breach.

TERMINATION

15. The Municipality may, at its sole discretion, and after three days' written notice to the liquidator, judicial manager or Consultant, as the case may be, terminate the agreement in the event that–

- 15.1 an application is lodged for the liquidation of the Consultant;
- 15.2 the Consultant reaches a compromise with any of its creditors; or
- 15.3 the Consultant is placed under judicial management.

OBLIGATIONS OF THE MUNICIPALITY

16. Should the agreement be terminated for any reason whatsoever, the Municipality will not incur any obligation to the employees of the Consultant, nor in respect of any contracts concluded by the Consultant arising from this agreement.

DISPUTE SETTLEMENT

17. Either party to the agreement may, in the event of any dispute arising out of the agreement, refer the dispute for arbitration in terms of the Arbitration Act, 1965 (Act No. 42 of 1965), provided that the arbitration so contemplated will take place in Pietermaritzburg.

ARBITRATOR

18. The parties must agree on an Arbitrator within thirty days after a dispute has been declared, failing which either of the parties to the dispute may request the Chairperson of the KwaZulu-Natal Law Society to appoint a suitable Arbitrator.

REFERRAL TO COURT

19. The agreement to refer disputes for arbitration does not bar either of the parties to refer any dispute between them for adjudication by any court with jurisdiction, provided that seventy two hours' notice must be given to the other party prior to such referral.

DOMICILIUM AND NOTICES

20. The parties choose their *domicilium citandi et executandi* for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement, as follows:

The Municipality:

Facsimile: _____

The Consultant:

Facsimile: _____

VARIATION TO DOMICILIUM

21. Either party may from time to time, and upon written notice to the other party, vary its physical address or facsimile number to any other physical address or facsimile number within the Republic of South Africa.

NOTICES

22. Any notice given by either party to the other party, which –
- 22.1 is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* will be deemed to have been received by the addressee at the time of delivery;
- 22.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium* will be deemed to have been received by the addressee on the seventh day after the date of posting; and
- 22.3 is sent by facsimile copier during the normal business hours of the addressee to the addressee's *domicilium* will be deemed to have been received on the date and time of successful transmission thereof.

DUE CARE AND DILIGENCE

23. The Consultant, including any person acting for on behalf of the Consultant, must exercise due care and diligence in the performance of its duties as contemplated in this Agreement and the Consultant will be liable to the Municipality in the event that it fails to exercise such due care and diligence.

CAPACITY OF THE CONSULTANT

24. The Consultant, including any person acting for or on behalf of the Consultant, acts as an independent contractor and not as an agent or employee of the Municipality, and has no authority or right to bind the Municipality.

INDEMNITY

25. The Consultant hereby indemnifies and holds the Municipality harmless against any and all claims of any nature whatsoever, arising out of the wilful or negligent acts or omissions of the Consultant, and the Consultant hereby warrants that it carries sufficient insurance to cover any such claims.

SOLE RECORD

26. This agreement, together with its appendices, constitutes the sole record of the agreement between the parties in regard to its subject matter, and neither party will be bound by any representation, express or implied term, warranty, promise or the like not recorded herein, or reduced to writing and signed by both parties.

VARIATION

27. No variation, modification, addition, alteration, erasure or abandonment of any clause of this agreement or consent to deviation from the agreement will be valid unless such variation, modification, addition, alteration, erasure or abandonment of any clause of this agreement or consent to deviation has been recorded in writing and has been signed by both parties, provided that any such variation, modification, abandonment or deviation will be valid only for a specific case and for the purpose for which and to the extent, which it was made for or given.

GRACE

28. No grace, delay relaxation, leniency or indulgence granted by the Municipality to the Consultant will be deemed to be an abandonment of any right by the Municipality contemplated in this agreement, and any such grace, delay, relaxation, leniency or indulgence will not prevent the Municipality from insisting on strict future compliance by the Consultant with all the terms and conditions of this agreement.

SEVERABILITY

29. Each clause of this agreement is severable from each of the other clauses and if any clause in this agreement is found to be void, invalid or unenforceable for any reason, the remaining clauses remain in full force and effect.

SUCCESSORS-IN-TITLE

31. The provisions of this agreement will be binding upon the successors-in-title of the parties, and the rights and obligations of each party arising out of or pursuant to this agreement will devolve upon and bind its successors-in-title.

CESSION

32. The Consultant may not cede, assign, transfer or otherwise make over any of its rights or obligations contemplated in this agreement.

COSTS

33. Each party will bear its own costs of and incidental to the negotiation and preparation of this agreement, provided that any costs, including attorney and own client costs and collection commission, incurred by the Municipality arising out of a breach of this agreement will be borne by the Consultant.

SIGNED AT _____ ON THIS THE ____ DAY OF _____ 20....

AS WITNESSES:

1. _____

THE CONSULTANT

2. _____

SIGNED AT _____ ON THIS THE ____ DAY OF _____ 20....

AS WITNESSES:

1. _____

THE MUNICIPALITY

2. _____

ANNEXURE L – BID EVALUATION CRITERIA

ANNEXURE “L” – EVALUATION CRITERIA

1. Basis for functionality evaluation

- a) Resources –
 - Municipal Valuer
 - Assistant Municipal Valuer
 - Other relevant resources
- b) Bidders experience
- c) General Valuation Project methodology
- d) Quality assurance plan
- e) MPRA, Mass Valuation (CAMA) and preparation of valuation rolls experience
- f) Valuation Roll Management System – functional and licenced
- g) Skills transfer plan

See attached functionality evaluation schedule below.

Note: Bidders must note that a Service Level Agreement will have to be concluded with the successful bidder.

2. Functionality assessment criteria

Points for functionality will be determined in relation to the bidder's ability to meet the terms of reference as set out in this bid document and allocation points for functionality is as follows:

ITEM	FUNCTIONALITY	POINTS
A. RESOURCES AND EXPERIENCE		
1. Municipal Valuer must comply with Section 39 (1) of the MPRA	<ul style="list-style-type: none"> • Registered as a professional valuer or professional associated valuer (with no restrictions) in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000 for – <ul style="list-style-type: none"> 5 years = 5 points 6 – 10 years = 10 points 11 and above = 15 points 	15
2. Bidders experience in carrying out a General Valuation and preparing valuation rolls for rating purposes in terms of the MPRA	<ul style="list-style-type: none"> • Proof by supporting evidence confirming successful completion of a General Valuation and preparing valuation rolls (GV Project) from a local or metropolitan municipality with a similar count of roll records – <ul style="list-style-type: none"> 0 GV Project = 0 points 1 to 3 GV Projects = 10 points 4 to 7 GV Projects = 15 points 8 or more GV Projects = 20 points 	20

ITEM	FUNCTIONALITY	POINTS
A. RESOURCES AND EXPERIENCE		
3. Municipal Valuer experience in processing objections and defending appeals to valuations	<ul style="list-style-type: none"> • Proof by supporting evidence confirming successful completion of General Valuation objections and appeals as the designated municipal valuer from a local or metropolitan municipality with a similar count of roll records – <p style="text-align: right;"> 0 GV Project = 0 points 1 to 3 GV Projects = 5 points 4 or more GV Projects = 10 points </p>	10
4. Skills transfer and municipal capacity building	<ul style="list-style-type: none"> • Provision of a detailed skills transfer and capacity building program for the duration of the Bid contract 	5
A - Total		50

ITEM	FUNCTIONALITY	POINTS
B. PROJECT METHODOLOGY AND SYSTEMS		
1. General Valuation Project methodology	<ul style="list-style-type: none"> • Provision of General Valuation Project methodology which meets best practice and bid specifications. 	10
2. Quality Assurance (QA) Project methodology and plan	<ul style="list-style-type: none"> • Provision of a Quality Assurance (QA) implementation Plan with project phase details and process flow to include data collection/Capture (QA), sales review (QA), value generation (QA), value review (QA) and Roll (QA). 	10
3. Valuation Roll Management System (VRMS)	<ul style="list-style-type: none"> • Bidders Valuation Roll Management System (VRMS) licenced, functional and operational as per bid and bid specification. a. Trade references from a local or metropolitan municipality confirming successful VRMS system implementation, operation and functionality for General Valuations and in the updating of the valuation rolls - <p style="text-align: right;"> 0 references = 0 1 to 3 references = 10 4 or more references = 20 </p>	20
4. CAMA methodology and CAMA ability	<ul style="list-style-type: none"> • Bidders methodology and ability in performing Computer Assisted Mass Appraisal (CAMA) and the applicable data management required to support mass valuations. 	10
B - Total		50

Total Functionality Points for this bid is A + B = 100 points

Minimum score to qualify on functionality is 70 points

The municipality may invite bidders who satisfy the qualifying criteria to make a presentation to their committee to support the bid evaluation.

The evaluation of the presentations will be in terms of the criteria and includes the following -

- a) An evaluation of the bidder's understanding of the Local Government: Municipal Property Rates Act, No 6 of 2004,
- b) An overview of the proposed work program and resources as per the bid submission to deliver a certified general valuation roll and to prepare supplementary valuation rolls for the maintenance period, including quality assurance methodology and plan;
- c) An overview of the proposed work program with specific reference to the cash flow requirements to achieve key deliverables within the required time frames;
- d) A practical demonstration of the Valuation Roll Management System (VRMS) to show proof of ability and functionality to capture, store and maintain data and to support the functions of the municipal valuer as specified in the Bid;
- e) A brief overview of the proposed skills transfer program contained within the bid submission;
- f) Understanding and identification of critical risks and vulnerabilities associated with the proposed project within the Municipality.

3. Information required for evaluation / assessment of proposals

- The name of the consultancy
- The CVs and competence of professionals who will be involved in the project and details of any relevant experience in similar work.
- A clear identification of specialists to be employed in the project and their roles and responsibilities.
- Demonstrable track record of experience and expertise in similar projects;
- Understanding of the key issues outlined in the brief;
- The methodology and procedures effectively to achieve the project objectives.
- An outline of the work programme, key stages and schedule of activities based on meeting the deadline set including details of how and when the client will be kept informed of progress.
- A cost breakdown for undertaking the work – reference to Section "N" of the Bid quote document, table 1 and table 2 which must both be fully completed and reconciled to each other.

4. Project Cost

A detailed project costs breakdown including other relevant costs associated with the project should be provided which must comply with supply chain management pricing requirements and Section "N" tables 1 and 2 completed and submitted.

5. Bid Rating

For Bidders to be considered for the next phase of evaluation, a minimum of 70% (points) under functionality must be achieved thereafter the Municipality will refer the bids for further evaluation as per its supply chain management process. It should be noted that the Municipality is not obliged to appoint the Bidder obtaining the highest points in terms hereof.

6. Preference Point Claim

The Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, no 5 of 2000 and its associated regulations will apply accordingly when awarding points for specific goals. Preference points claim will be allocated in accordance as follows: 80 for price and 20 for specific goals

Specific Goals 2: RDP Goals (maximum points 20)

The specific goals allocated in terms of this tender	Number of points allocated	Verification document(s)	Scored point
Promotion of Business falls under the South African enterprise	10	CIPC registration certificate / detailed CSD	
Promotion of Business located within KZN province	10	CSD and Proof of Municipal Account/ CSD and Original proof of residence signed by a Ward councilor	

7. Declaration of Bidder's Past Supply Chain Management Practice

Bidders must complete the form MBD 8 & 9 which follows form MBD 6.1.

8. Tendering Procedures

The bid will be evaluated based on the criteria stated above and thereafter preferential point system shall apply. Detailed proposals must be forwarded to the Nkandla Municipality: LOT 292 MAREE STREET, NKANDLA, 3855 and be deposited in the tender box provided at the Reception Area, LOT 292 MAREE STREET, NKANDLA, 3855 clearly endorsed **"Bid number: NKA/BTO003/2023/24 – GENERAL VALUATION AND PREPARATION OF THE VALUATION ROLL FOR IMPLEMENTATION 1 JULY 2024 AND PREPARATION AND UPDATING OF VALUATION ROLLS FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029,** by no later than 11H00 on 20/11/2023 where bids will be opened in public.

The Nkandla Municipality does not bind itself to accept the lowest or any bid. The Council reserves the right to accept a bid as a whole or a portion thereof.

Prospective service providers are required to submit proposals with quotations in hard copy and no e-mailed or faxed proposals shall be accepted.

9. FORMAL PRESENTATIONS

Please note that the presentations may be requested by the Nkandla Municipality at their discretion.

STATEMENT



003001000000000378811516093009232



NKANDLA LOCAL MUNICIPALITY
PRIVATE BAG X161
NKANDLA
3855

Branch	Domestic Treasury
Account Number	03/7881151609/000001
Date	30 September 2023
Statement Period	01 September 2023 to 01 October 2023
Type of Investment	Call Deposit
Statement Frequency	Month End

NEDBANK CONTACT DETAILS

Business Banking	Nedbank Head Office, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa 0860 115 060 business@nedbank.co.za
------------------	--

Based on the interest rates agreed between you and Nedbank, as well as the calculated balances, the applicable rate will be applied daily rounded to two decimals, based on the third digit after the decimal.

Transaction Date	Description and additional information	Movement	Rate	Days	Accrued interest	Amount
2023-09-01	Opening Balance					196 577.59
2023-09-30	Int Accrued On R196 577.59 From 2023-09-01 To 2023-09-30		8,0000	30	1 292.70	196 577.59
2023-10-01	Int Capitalised Effective 2023-10-01	1 292.70			-1 292.70	197 870.29
2023-10-01	Closing Balance					197 870.29

Yours sincerely

NEDBANK LIMITED

This statement is electronically generated and requires no signature by Nedbank Limited.

Please examine this statement soonest. If no error is reported within 30 days after receipt, the statement will be considered as being correct.

Please note that month-end statements include transactions up to and including the last day of the month as well as interest transactions for the first day of the next month.

The investment is subject to the terms and conditions for investment accounts, available at

<https://www.nedbank.co.za/content/nedbank/desktop/gt/en/corporates/investing/corporate-and-institutional-investments.html>

This communication is produced and transmitted electronically. While we have taken all reasonable steps to ensure the accuracy, integrity and confidentiality of the information, Nedbank Limited will not be liable if the information contained in this communication is corrupted, inaccurate or fails to reach its intended destination. The information in this communication is confidential and intended solely for the addressee and may also be privileged or exempt from disclosure under applicable law. If you are not the addressee, or have received this email in error, please notify the sender immediately, delete it from your system and do not copy, disclose or otherwise act on any part of this communication. You should also treat any pages attached to this communication in line with the disclaimer.

Nedbank Limited Reg No 1951/000009/06, VAT Reg No 4320116074, Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa.

Directors: AD Mminele (Chairperson) MWT Brown (Chief Executive) HR Brody (Lead Independent Director) BA Dames MH Davis (Chief Financial Officer)
NP Dongwana EM Kruger P Langeni RAG Leith L Makalima MC Nkuhlu (Chief Operating Officer) M Nyati S Subramoney
Company Secretary: J Katzin 02.06.2023

