

RAMOTSHERE MOILOA LOCAL MUNICIPALITY

“NW385”



INVITATION TO BID

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

TENDER NO. RMLM: SCM 2022/2023 01T

COMPILATION OF A NEW VALUATION ROLL IN TERMS OF THE PROVISION OF THE MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] FOR IMPLEMENTATION ON 1 JULY 2024 AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE RAMOTSHERE MOILOA LOCAL MUNICIPALITY, FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029

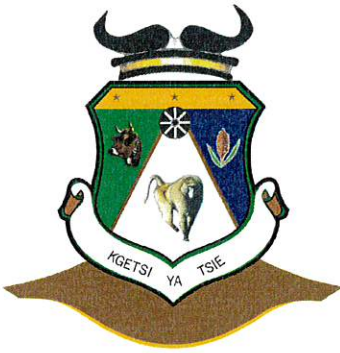
Closing Date and Time: 21 September 2022 at 11H00

NAME OF BIDDER:		Bidder VAT registered?
TOTAL BID PRICE (INCL VAT): (Brought forward from MBD 3.1)		Yes: <input type="checkbox"/>
		No: <input type="checkbox"/>
CSD REGISTRATION NO:		

Please note that it is compulsory for all service providers to complete the above required information

TABLE OF CONTENTS

ITEM	SUBJECT	PAGE NO
1	NOTICE INVITATION OF TENDERS	3
2.	BID CHECKLIST	5
3.	SPECIAL CONDITIONS OF BID	6
4.	ANNEXURE A : FORMAT OF TENDER AND DECLARATION	8
5.	PRICING SCHEDULE (MBD 3.1)	11
6.	ANNEXURE B : GENERAL UNDERTAKING BY THE TENDERER	13
4	ANNEXURE C : GENERAL CONDITIONS OF TENDER	19
5	ANNEXURE D : TENDER SPECIFICATIONS	24
6	ANNEXURE E : FORM MBD 6.1 : PREFERENCE POINTS CLAIM FORM	56
7	ANNEXURE F : FORM MBD 4 : DECLARATION OF INTEREST BY TENDERER	61
8	ANNEXURE G : FORM SCM 5 : CLEARANCE CERTIFICATES	64
9	SCHEDULE 1 (A) : AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER	66
10	SCHEDULE 1 (B) AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER	70
11	SCHEDULE 2(A) : AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER	74
12	SCHEDULE 2(B) : AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER	78
13	SCHEDULE 2(C) : AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER	82
14	SCHEDULE 2(D) : AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER	86
15	SCHEDULE 3 : DETERMINATION OF FEES	90
16	SCHEDULE 4 : DATA BACK UP AND DISASTER RECOVERY PLAN	101
17	SCHEDULE 5 : INVENTORY OF THE CURRENT COMPUTER EQUIPMENT OF TENDERER	102
18	SCHEDULE 6 : ORGANOGRAM : HUMAN RESOURCES	103
19	SCHEDULE 7 : PROJECT WORK PLAN	104
20	SCHEDULE 8 : PROOF OF INSURANCE COMPLIANCE	105
21	SCHEDULE 9 : TAX CLEARANCE CERTIFICATE	106
22	SCHEDULE 10 : PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000	107
23	SCHEDULE 11 : PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS	109
24	SCHEDULE 12 : COPIES OF DULY AUTHORISED RESOLUTIONS WHERE THE TENDERER IS NOT A NATURAL PERSON	109
25	SCHEDULE 13 : STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE	110



**RAMOTSHERE MOILOA LOCAL MUNICIPALITY
COMPILATION OF VALUATION ROLL:
PERIOD 2024/2025 - 2028/2029 FINANCIAL YEARS
TENDER NO. **RMLM: SCM 2022/2023 01T****

TENDERS ARE HEREBY INVITED FROM EXPERIENCED AND SUITABLE QUALIFIED VALUERS FOR THE COMPILATION OF A NEW VALUATION ROLL IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] FOR IMPLEMENTATION ON 01 JULY 2024 AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE RAMOTSHERE MOILOA LOCAL MUNICIPALITY, FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029

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

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

With reference to the minimum requirements for the electronic capture and processing of data, please liaise with Mr Snell Pule at tel. no. 087 945 1747 Ext 211, not later than 21st September 2022. All interested Tenderers will be briefed jointly in this regard on **31st August 2022**, in the Council Chamber - Ramotshere Moiloa Local Municipality Town Offices, Corner Coetzee & President Streets, at **10H00**.

Tender documents may be obtained as from **24 August 2022**, at the office of the Ramotshere Moiloa Local Municipality Town Offices, Corner Coetzee & President Streets, tel no's 087 945 1747 upon payment of a non refundable tender deposit of **R1000,00 per document**. Only cash or EFT will be accepted.

For further information, please contact the Mr Snell Pule at tel. no. 087 945 1747.

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

Tenders and supporting documents as listed in the bid document must be sealed and externally endorsed with; "**RMLM: SCM 2022/2023 01T** COMPILATION OF VALUATION ROLLS : 2024/2025 - 2028/2029 RAMOTSHERE MOILOA LOCAL MUNICIPALITY: 2024 - 2029 " including the closing date, as well as the name and address of the Tenderer, to reach the Municipality not later than 11:00 on 21 Sept 2022 and must be placed in the Tender Box on the ground floor provided for this purpose at Ramotshere Moiloa Local Municipality Town Offices, Corner Coetzee & President Streets, Zeerust.

The tenders received, will immediately thereafter, be opened in public at the Ramotshere Moiloa Local Municipality Town Offices, Corner Coetzee & President Streets, Zeerust.

Tenders must be valid for a period of 90 days, calculated from **21 September 2022**.

Tenders/Proposals will be evaluated and adjudicated in accordance with the Ramotshere Moiloa Local Municipality Supply Chain Management Policy and the Preferential Procurement Policy Framework Act No. 5 of 2000, using the 80/20

points system, of which 80 points will be allocated for price and 20 points will be allocated for BBBEE Level contribution as determined on the BBBEE certificate.

BBBEE Status Level of Contributor	Number of Points (80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

The scoring point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), will be applicable during the adjudication of tenders.

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

Tenders which are not placed in the Tender Box before 11:00 on the closing date, will be marked as late tenders and such tenders shall not be considered as valid tenders.

TELEFAX OR E-MAIL TENDERS ARE NOT ACCEPTABLE.

RAMOTSHERE MOILOA LOCAL MUNICIPALITY
CORNER COTZEE & PRESIDENT STREET
P O BOX 92
ZEERUST
2865

MUNICIPAL MANAGER
FT MABOKELA

RMLM: SCM 2022/2023 01T

ADVERTISED IN: MAHKENG > THURSDAY, 18 AUGUST 2022
 SOWETAN > THURSDAY, 18 AUGUST 2022

BID CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with Ramotshere Moiloa Local Municipality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the bid document administration fee paid and a copy of the receipt attached to the bid document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Did you read and understand all pages of the bid document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Did you complete the bid documents in black ink?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Did you provide a certified copy of your company registration and VAT registration certificates ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Did you provide a certified copy of your identity document in case of sole proprietorship, Shareholders, Directors or Partners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Did you provide a covering letter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Did you provide an original and valid tax clearance certificate ? (MBD2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Did you complete and sign the Bid Declaration Form ? (section 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Where applicable, is there a resolution taken by the Board of Directors/Members/Partners completed and signed? (section 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Where applicable, is there resolution taken by the Board of Directors of a Consortium or Joint Venture completed and signed? (section 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Is the Declaration of Interest completed and signed? (MBD 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Is the Declaration of Bidder's Past Supply Management Practices completed and signed? (MBD 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Is the Certificate of Independent Bid Determination completed and signed? (MBD 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section? (section 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2011 completed and signed? (MBD 6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate ? (MBD 6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Does the product/service offered conform to the Bid Specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Is Pricing Schedule completed?(MBD 3.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SPECIAL CONDITIONS OF BID

1. The Municipality's document must be kept as supplied and submitted with all schedules / forms fully completed.
2. Any other documents, certificates etc. must be attached as an annexure to the official Municipal document.
3. Where the Municipality's official document is taken apart and not submitted as supplied, the bid might be rejected.
4. Schedules / forms not duly completed and signed by the bidder will result in a bid not being considered.
5. All Forms of Special Conditions in Specifications should be included.
6. The bid document must be completed in black ink, and prices must be VAT inclusive, unless otherwise specified.
7. The lowest or any Bid will not be necessarily be accepted, and the Ramotshere Moiloa Local Municipality reserves the right to accept the whole or any portion of a Bid.
8. All prices and details must be legible to ensure the bid will be considered for adjudication.
9. Corrections may not be made by means of correction fluid such as Tip – Ex, or any other similar product. In the event of a mistake being made, it should be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
10. All bid documents must include the following documents:
 - Receipt (original) for bid documents/ Proof of Payment for EFT
 - Copies of cc/co registration certificates
 - Certified copy of Identity document in the case of sole proprietorship; shareholders, partners or directors of the company not older than 3 months.
 - Certified and valid copy of B-BBEE status/Affidavit from an approved /Accredited Agency
 - Tax compliance pin of the company
 - Business/company profile
 - A letter confirming banking details of a company not older than three months
 - Proof of VAT Registration if applicable.
 - Applicable previous work executed for organs of state with references
 - Company FICA compliant proof of address/ statement to check in respect of whether the municipal rates and taxes and municipal services are not in areas.
 - Full CSD Registration report
 - Qualifications of key personnel
 - Proof of registration with professional body (SOUTH AFRICAN COUNCIL FOR THE PROPERTY VALUERS PROFESSION.)
 - Authority of signatures.
 - Joint venture/Consortium agreement with resolution taken by shareholders/directors if applicable.
 - Proof of Professional Indemnity Insurance and Public Liability Insurance
11. The bidder may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
12. Bidders are required to be registered on the central supplier database.
13. No bid forwarded by e – mail, telegram, telex, facsimile or similar apparatus will be considered.

14. Late bids shall not be admitted for consideration.
15. Bids must be properly received and deposited in the bid box of the Ramotshere Moiloa Local Municipality on or before **11:00 on Wednesday, 21 September 2022**. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description, at the offices of the Municipality situated at Ground floor **Ramotshere Moiloa Local Municipality; Cnr. Coetzee and President Streets Zeerust not later than Wednesday, 21 September 2022**.
16. Copyright / Patent Rights – Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the Ramotshere Moiloa Local Municipality.

GENERAL CONDITIONS OF TENDER
ANNEXURE A
FORMAT OF TENDER AND DECLARATION
TENDER NO. RMLM: SCM 2022/2023 01T

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION OF A NEW VALUATION ROLL IN COMPLIANCE WITH THE LOCAL GOVERNMENT: PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] FOR IMPLEMENTATION ON 01 JULY 2024 AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE RAMOTSHERE MOILOA LOCAL MUNICIPALITY, FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029.

DECLARATION

To: The Municipal Manager
Ramotshere Moiloa Local Municipality
P O Box 92
ZEERUST
2865

Sir/Madam,

I/We, the undersigned:

- a) Tender to supply and deliver to the Ramotshere Moiloa Local Municipality all of the services described both in this forms, **annexures/schedules** to this tender.
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the **annexures/schedules** attached to this tender document, regarding delivery and execution.
- c) Further agree to be bound by the conditions, set out in **annexures A, B, C and D**, attached hereto, should this tender be accepted.
- d) Confirm that this tender will only be accepted by the Ramotshere Moiloa Local Municipality by way of a duly authorised Letter of Acceptance.
- e) Declare that we are fully acquainted with the **annexures/schedules** and the contents thereof and that we have signed the **annexures/schedules**, attached hereto.
- f) Declare that, each page of the tender document and amendments thereto, will be initialed by the relevant authorised person in order for the document to constitute a proper contract between the Ramotshere Moiloa Local Municipality and the undersigned, on acceptance of the tender by the Ramotshere Moiloa Local Municipality.

Signed at on this day of 2022

Signature of Tenderer :.....

Name of Tender :.....

Domicilium address:

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

As witnesses:

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

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

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

PLEASE NOTE:

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

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

DETAILS OF TENDERER

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

BANK ACCOUNT DETAILS OF TENDERER**BANK** :**BRANCH** :**BRANCH CODE** :**ACCOUNT NO** :**TYPE OF ACCOUNT** :

(PURCHASES OF GOODS OR SERVICES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:

.....

Bid number: **RMLM SCM2022/2023-01T**
 Closing day and time: **21ST SEPTEMBER 2022 AT 11H00**
 Bid description: **COMPILATION OF VALUATION ROLL:
 PERIOD 2024/2025 - 2028/2029 FINANCIAL YEARS**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

1. PRICING SCHEDULE

Item No.	Quantity	Description of Goods / services required	Bid Price in RSA Currency (all applicable taxes included**)
1			
2			
3			
4			
		Disbursements	
		Other (State nature:	
		Nett price (Excluding VAT)	
		VAT	
		Total bid price (Including VAT) (Carry forward to front cover of this bid document)	

Required by:

At:

Does offer comply with the specifications?

*YES / NO

* Delete if not applicable

If not to specification, indicate deviation(s):

.....

.....

Period required for delivery:

.....

*Delivery: Firm/not firm

* Delete if not applicable

Delivery basis:

.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

ANNEXURE B

GENERAL UNDERTAKINGS BY THE TENDERER

DEFINITIONS:

<i>"Act"</i>	means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) [MPRA] and any Regulations made in terms of section 83 thereof;
<i>"Assistant Municipal Valuer"</i>	means a valuer as defined in terms of section 39 (2) of the Act;
<i>Closing Date"</i>	shall be 11:00 hours on the ... 21 st day of September 2022
<i>"Commencement Date"</i>	shall mean the first day following the signature date;
<i>"Data and Information"</i>	includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfillment of this tender;
<i>"Date of Valuation".</i>	shall mean the date of Valuation as determined by the Municipality in terms of the MPRA Proposed date : 02 July 2023
<i>"Date of Draft Submission":</i>	shall mean the date upon which the Municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the Municipality to use such data in the preparation of their rates policy and tariffs: Date for submitting of soft and hardware for the 2024 - 2029 Valuation Roll: 1 December 2023
<i>"Date of Final Submission"</i>	shall mean the date upon which the certified valuations roll/s are to be handed to the Municipality by the Tenderer. Date for Final Submission of the Certified Valuation roll to the Municipal Manager determined as 31 January 2024
<i>"Data Ownership"</i>	all data obtained, collected and/or utilized in the compilation and maintenance of the valuation roll and supplementary valuation rolls belongs to the Municipality;
<i>"Data Transfer"</i>	all data utilized and/or collected by tenderer including that of the data captures will be transferred by the Tenderer to the Municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognized and agreed upon electronic format;

<i>Final Delivery Certificate</i>	means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act, together with all other terms and conditions of this tender;
<i>“Good Standing”</i>	means that the Tenderer and/or nominated person shall not be in any way lawfully indebted to the Municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Tenderer and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
<i>“Letter of Acceptance”</i>	means the written communication by the municipality to the Tenderer recording the acceptance by the municipality of the Tenderer(s) tender subject to any further terms and conditions to be included in the tender by agreement between the Tenderer and the Municipality;
<i>“Municipality”</i>	shall mean, the Ramotshere Moiloa Local Municipality;
<i>“Municipal Valuer”</i>	means a valuer as defined in terms of section 39 (1) of the Act;
<i>“Nominated Person”</i>	means a Valuer nominated by the Tenderer who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act;
<i>“Property Master File”</i>	<p>shall be defined as a property master file containing all property records of the Municipality relating to the valuation roll whether registered or not at date of valuation. Tenderer will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the property master file, may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner’s interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.</p> <p>Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the Property master file. Tenderer shall thereafter administer the township owner’s interest account on an ongoing basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner’s interest accounts.</p> <p>The purpose of the master file is to enable the public and officials of the Municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the</p>

valuation rolls of the Municipality. The master file and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.

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

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

"Section"

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

"Signature Date"

means the date of the signed letter of acceptance;

"Specialized Properties":

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

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

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

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

<i>"Substitute Nominated Person"</i>	means the person nominated to substitute the Municipal Valuer;
<i>"Tender"</i>	shall include: the format of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Tenderer as the basis of services to be rendered and any further agreement entered into by the Tenderer in terms of the Municipality's General Conditions of Contract and all other schedules thereto;
<i>"Tenderer(s)"</i>	means the Tenderer whose tender has been duly accepted by the Municipality;
<i>"Validity Period"</i>	shall be 90 days from the closing date of this tender;

INTERPRETATION:

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

I/We hereby tender,

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

I/We agree further that:

the tender herein shall remain binding upon me/us and open for acceptance by the municipality during the validity period indicated and calculated from the closing date of the tender;

this tender and its acceptance shall be subject to the terms and conditions contained in **annexures A TO G** and **schedules** attached hereto, with which I am/we are fully acquainted.

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

- if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;
- in such event I/we will then pay to the Municipality any additional expense incurred by the Municipality for having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender;
- the Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract, or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract;
- pending the ascertainment of the amount of such additional expenditure, the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

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

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

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

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

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

ANNEXURE C

GENERAL CONDITIONS OF TENDER

1. All Tenderer(s) are hereby advised that in the event that the tender is accepted by the municipality, all conditions and stipulations set out in this tender and in all **annexures/ schedules** hereto, will be the contract between the Tenderer and the municipality.
2. Tenderer(s) are required to acquaint themselves and to comply in their tender with the Procurement Policy of the Municipality.

3 ADJUDICATION OF TENDERS

- 3.1 The Tenderers' attention is drawn to the fact that the adjudication of tenders will be based on a point system as indicated in **annexures D and E**
- 3.2 Tenderers are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completion and submitting any tenders as these policies are deemed to be incorporated into the conditions of all the Municipality's invitations for Tenders.
- 3.3 Tender documents are only in English.
- 3.4 Failure on the part of the Tenderer to sign this tender document for and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the tender.
- 3.5 If any of the conditions of this tender document are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
- 3.6 Tender prices [fees] must be completed in terms of **schedule 3** of the tender document, which must be filled in and completed in all aspects.
- 3.7 Tenders must be submitted in sealed envelopes.

Each tender document must be deposited in the tender box as indicated in the prescribed advertisement Tender no. RMLM: SCM 2022/2023 01T, document found to be deposited subsequent to the closing date and time of the tender, will not be considered.

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

- 3.8 The tender number and closing date must appear on the front of the sealed envelope in which the tender is submitted.
- 3.9 All Tenderer(s) are advised that it is an express condition of this tender that all Tenderer(s) and nominated person(s) will be required to show, as part of their tender, that they are in good standing with the Receiver of Revenue. **[schedule 9 refers]**

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

- 3.10 In the event of the Tenderer and/or nominated person, not being in good standing and that the Tenderer and/or nominated person is indebted to the Municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the Tenderer, the Tenderer hereby consents to the Municipality deducting from the amount of the tender awarded, such amounts as may be lawfully owing to the Municipality.
- 3.11 The Municipality shall not be obliged to accept the lowest or any tender. **Tenders will be fully evaluated in terms of their experience, Human Resources capacity, GIS capacity, IT resources, data protection and recovery policy and the valuation system utilised by them.** In this regard Tenderer(s) will have to obtain a minimum rating of **70** before the tender is considered by the tender committee of the municipality. While price is a consideration, it will not form part of the initial evaluation/qualifying process.

TENDERERS EVALUATION

FUNCTIONALITY OF TENDERER

The evaluation will be conducted in two phases:

For applications to be responsive the minimum points for **FUNCTIONALITY** shall be **70 Points (SEVENTY POINTS)** that must be attained by the bidder. Any application with less than seventy points will be disqualified and no further evaluation of the bid will be done and will not be listed on the database.

WEIGHTS AND VALUES FOR THE FUNCTIONALITY CRITERIA				
1 = Poor	2 = Fair	3 = Good	4 = Very Good	5= Excellent
NO.	DESCRIPTION OF SPECIFIC COMPETENCIES			WEIGHTS
1	Qualification Municipal Valuer: Registered as Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 2000, with Professional Registered registration Certificate attached			15
2	Qualification Substitute Municipal Valuer: Registered as Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 2000, with Professional Registered registration Certificate attached			15
3	Valuation Experience from date of registration: Municipal Valuer <ul style="list-style-type: none"> - More than 20 years, - 10 - 15 to 20 years, - 5 - 10 to 14 years – 4 Experience will be accessed on: <ul style="list-style-type: none"> - Mass Municipal valuation for rating purposes, - Valuation of properties of special nature [e.g. airports, mines, quarries, etc], - Valuations using GIS and/or aerial photography, 			10

	<ul style="list-style-type: none"> - Reconciling cadastral data with Deeds data and thereafter with municipal valuation roll, - management and Experience in taking responsibility as Nominated Municipal Valuer for the compilation and submission of Certified general valuation rolls. <p>[The information supplied in affidavit [schedules 1(A) of the tender document will be used for this evaluation]</p>	
4	<p>Valuation Experience from date of registration: Substitute Municipal Valuer:</p> <ul style="list-style-type: none"> - More than 20 years, - 10 - 15 to 20 years, - 5 - 10 to 14 years – 4 <p>Experience will be accessed on:</p> <ul style="list-style-type: none"> - Mass Municipal valuation for rating purposes, - Valuation of properties of special nature [e.g. airports, mines, quarries, etc], - Valuations using GIS and/or aerial photography, - Reconciling cadastral data with Deeds data and thereafter with municipal valuation roll, - Management and Experience in taking responsibility as Substitute Nominated Municipal Valuer for the compilation and submission of Certified general valuation rolls. <p>[The information supplied in affidavit [schedules 1(B) of the tender document will be used for this evaluation]</p>	10
5	Detailed work programme and delivery schedule in line with key task/functions outlined in paragraph 18 of the tender document and which comply to the dates set in the table	10
6	Does the tenderer have a fully established satellite office in the provinces to support the valuation processes in local municipalities. Provide details	10
7	Human resources, Project Management and GIS Capacity - 5 [Information supplied in schedule 6 of the tender document will be used for this evaluation]	5
8	Valuation System, IT resources and data back-up and disaster recovery plan, [Information supplied in schedule 5 of the tender document will be used for this evaluation]	5
9	Copy of Promotion of Access to information manual attached [Information supplied in schedule 10 of the tender document will be used for this evaluation]	10
10	Data Protection and Recovery Policy	10
TOTAL POINTS FOR FUNCTIONALITY		100

For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria

mentioned. [the proper completion of schedules 1A, 1B, 5, 6 and 10 is important] A bidder that scores less than 70 points in respect of functionality will be disqualified.

Therefore, only qualifying bids can be evaluated in terms of **80/20 preferential points system.**

PRICE

80 POINTS

BBBEE

20 POINTS

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

The municipality shall not be obliged to accept the Tenderer that has obtained the maximum number of points in the valuation process.

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

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

DETAILS OF OFFERS MADE

- 3.16 Although the tender document shall constitute the tender, it must be accompanied by a covering letter fully detailing all offers made.
- 3.17 The Tenderer undertakes to provide in all own hardware and software computer needs, as well as own stationary and transport needs. [Office space will be provided by the municipality for any preparation work, keeping of documentation and consultation with the Objectors]
- 3.18 The Municipality will be responsible for all secretarial functions and costs related to the arrangements of the hearings of the Valuation Appeal Board.
- 3.19 This document, the **annexures/schedules** thereto, shall constitute the sole and entire agreement between the Tenderer and the Municipality, and it is hereby acknowledge that:

- i. No other representation, warranty, or undertaking were given, either verbally or in writing;
- ii. No agreement that deviates from the terms and conditions of this agreement, that pretends to amendment, alter, add, change, vary, renew or cancel it will be of *effect* unless it is in writing and signed by both parties hereto;
- iii. Both parties choose their respective Domicilium Citandi et Executandi for the service of all notices and legal processes;

3.20 Any relaxation or indulgence by the Municipality, will not in any way prejudice the rights of the Municipality in terms of this agreement and shall not be construed as waiver by the Municipality of any of its rights in terms of this agreement.

3.21 The Municipality reserves the right to negotiate additional conditions with the tenderer.

ANNEXURE D

TENDER SPECIFICATIONS

TENDER NO. RMLM: SCM 2022/2023 01T

SCOPE

The Municipality invites tenders from capable and experienced Professional Associated Valuers registered in terms of Section 20 of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000) for the compilation of the new valuation roll in compliance with the Local Government: Municipal Property Rates Act, 2004 [Act no. 6 of 2004] as well as in accordance with the Legal Status of every property, by virtue of the Municipality's approved integrated Geographic Information System (**GIS**) and Land Use Management System (**LUMS**) for implementation on 1st July 2024 and the maintenance of such valuation roll by supplementary valuation in respect of all ratable property situated within the area of jurisdiction of the Ramotshere Moiloa local municipality, for the period 1 July 2024 to 30 June 29.

1. INTRODUCTION

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

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

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

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

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

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

Any further data or information required to fulfill the requirements of the MPRA and the specific requirements of the Municipality, shall be for the sole account and responsibility of the Tenderer.

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

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

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

In terms of Section 39(2)(a) where the municipality requires the appointment of Assistant Municipal Valuer only, such Assistant Municipal Valuer must be nominated by the Tenderer completing **Schedule 2**.

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

In such cases, **Schedule 1 and 2** must be completed.

The Municipality reserves the right to:-

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

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

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

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

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

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

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

3. SERVICES REQUIRED

The Tenderer will be required to undertake valuations of all ratable property situated within the area of jurisdiction of the Ramotshere Moiloa Local Municipality, to be assessed at the date of General Valuation **[2 July 2023]** as stipulated in this tender document, for the purpose of the compilation of the Valuation Roll, which is to be effective as from **1 July 2024**.

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

In addition to compiling the said valuation rolls,

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

- **The Community Participation and Public Awareness relating to the valuation and objection process.**
- **The preparation of the Rates Policy in terms of the Act in regard to valuation matters.**
- **Attending to valuation enquiries on behalf of the municipality.**

Tenderer's nominated person/s will be required to undertake the following functions and/or services in terms of the MPRA and to comply with the provision of the Act:

- 3.1 Valuation of all properties in the municipality in terms of section 30 (2),
- 3.2 Prepare a valuation roll of all properties in the municipality determined in terms of section 30(3),
- 3.3 Valuation of different categories of properties in terms of Section 8(2),
- 3.4 Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by Municipality,
- 3.5 Valuation of Public Service Infrastructure,
- 3.6 Valuation of agricultural properties,
- 3.7 Section 30(2) – Compile valuations in terms of Section 7(1) where applicable,
- 3.8 Section 31 – Compile the valuation rolls as at date of valuation,
- 3.9 Section 15 – Exemptions, reductions or rebates and the review thereof, if required by the municipality
- 3.10 Section 34 – Functions of Municipal Valuer,
- 3.11 Section 36 – Data Collectors. Assume responsibility for the performance,
- 3.12 Section 37 – Delegation where applicable and if necessary,
- 3.13 Section 39 – Qualifications of Municipal Valuer,
- 3.14 Section 40 – Prescribed Delegations,
- 3.15 Section 41 – Inspection of property within defined days and times,
- 3.16 Section 42 – Obtain Access to Information as and when required,
- 3.17 Section 43 – Conduct of valuers,
- 3.18 Section 44 – Protection of Information,
- 3.19 Section 45 – Valuation methodology and Section 13 hereof,
- 3.20 Section 46 – General basis of valuation,
- 3.21 Section 47 – Sectional Title Schemes,
- 3.22 Section 48 – Content of valuation roll, including any additional information that the Municipality may require in terms of this tender,
- 3.23 Comply with Section 51. Processing of objections, if so required by the municipality,
- 3.23 Comply with Section 52(1)(3) – Compulsory review

- 3.25 Comply with Section 53. Notification of outcome of objections and furnishing of reasons,
- 3.26 Comply with Section 69. Adjustments of valuation roll on outcome of Decision of Valuation Appeal Board.
- 3.27 Comply with Section 78. Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if and when so required by the Municipality.
- 3.28 Comply with Section 81 & 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data on valuations for purposes of internal monitoring by the Municipality, as well as monitoring by the MEC for Local Government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.

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

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

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

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

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

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

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

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

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

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

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

5. CONFIDENTIALITY

In the process of collecting data and information in terms of section 42 of the Promotion of Access to Information Act, (Act No. 2 of 2000), Tenderer will have access to sensitive and

confidential information. All data accessed, obtained or collected by Tenderer and/or data collectors, must at all times be kept confidential and not be disclosed. Tenderer will comply in full with the provisions of section 44 of the said Act.

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

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

6.1 PENALTIES, DEFAULTS AND RETENTION

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

In the event of the Tenderer not conforming to the standards required by the Municipality as contained in the tender document, the Tenderer shall be given 30 days written notice to remedy such default failing such, the Municipality will be allowed to cancel this appointment without further notice.

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

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

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

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

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

The nominated person, as well as the Tenderer, shall be obliged to provide all documentation required by such adjudicator, as well as attend all sessions of inquiry and interviews with the Adjudicator. The Adjudicator shall, in his findings and deliberations, declare whether in his opinion the inadequate performance by the nominated person is a serious default or not. The findings of the Adjudicator will be handed to the Municipality, the nominated person and

Tenderer. The Municipality shall consider the findings of the Adjudicator and shall thereafter, take the necessary steps against the nominated person and/or the Tenderer. The nominated person and/or Tenderer shall have the right to reply in full to any questions, allegations or statements made by the Adjudicator. The findings of the adjudicator shall be final and binding on both the Tenderer and nominated person.

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

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

6.2 PENALTIES [PARAGRAPH 18 OF ANNEXURE D REFERS]

1. Delay in complying with stage 1 of the tender, R 1500 per day until completion.
2. Delay in complying with stage 2 of the tender, R 1500 per day until completion.
3. Delay in complying with stage 3 of the tender, R 1500 per day until completion.
4. Delay in complying with stage 4 of the tender, R 1500 per day until completion.
5. Delay in complying with stage 5 of the tender, R 1500 per day until completion.
6. Delay in complying with stage 6 of the tender, R 1500 per day until completion.
7. Delay in complying with stage 7 of the tender, R 1500 per day until completion.

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

6.3 RETENTION

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

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

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

7. INSURANCE

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

8. VALUATION SUMMARY

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

The following analysis, is an approximate summary of the number of rateable properties to be valued :

DESCRIPTION OF RATEABLE PROPERTY	ESTIMATED NUMBER OF ENTRIES
1 RESIDENTIAL:	4145
RESIDENTIAL 1	
RESIDENTIAL 2	
RESIDENTIAL 3	
RDP HOUSING	
INFORMAL HOUSING	
GUEST HOUSES	
SECTIONAL TITLE UNITS	
2 BUSINESS:	397
BUSINESS 1	
BUSINESS 2	
BUSINESS 3	
3 INDUSTRIAL:	59
INDUSTRIAL 1	
INDUSTRIAL 2	

4 Government Buildings:	421
Residential	
Offices	
Schools	
Police Station	
5 AGRICULTURAL:	1521
5.1 FARMS	
Use for agricultural purpose only (Bona Fide farmers)	
Used for residential	
Used for Business	
Used for Industrial purposes	
Used for other purposes	
5.2 SMALL HOLDINGS:	
Used for agricultural purpose [Bona fide farmer]	
Used for residential	
Used for Business	
Used for Industrial purposes	
Used for other purposes	
6 Multiple Use	23
7 COMMUNITY FACILITY:	
Crèches	
Old age homes	
8 MINING PROPERTIES	5
9 Public Service Infrastructure:	171
National and Provincial Roads	
Water pipes, Sewer pipes, Water Supply Reservoirs, Sewerage	

Scheme	
Dams	
Power Stations, Power Substations, Power Lines	
Railway Lines, etc	
Communication towers, masts, etc	
Runways or aprons at national and provincial airports	
Rights of way, easements or servitudes in connection with Public Service Infrastructure	
Any other publicly controlled Infrastructure	
10 GENERAL	
MARATHON CLUB	
MARINA CLUB	
MOTOR TRADE	
AERODROME	
BOAT HOUSE	
NURSERY	
PARKING	
PRIVATE OPEN SPACE	
PRIVATE ROAD	
PUBLIC GARAGE	
PUBLIC OPEN SPACE	
RELIGIOUS INSTITUTION	
SPORT AND RECREATION	
TAXI RANK	
11 UNDETERMINED	642
UNREGISTERED ERVEN [COMPRISING TOWNSHIP OWNER'S INTEREST ACCOUNTS]	
ANY OTHER [CATEGORIES THAT THE MUNICIPALITY MAY WISH TO STATE]	3647
TOTAL ESTIMATED NUMBER OF ENTRIES	11427

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

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

Tenderer shall provide the Municipality with documented proof of the total number of entries contained in the **property register** and the Municipality reserves the right to check, audit and verify such entries.

9. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on an annual basis for the following periods:

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

Tenderer will be required to submit a certified supplementary valuation roll on or before 31 March of each year prior to the effective date of 1 July.

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

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

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

This will entail the following:

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

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

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

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

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

10. OBJECTIONS

Tenderer must comply with the provisions of sections 51, 52 & 53 of the MPRA.

The cost of complying with the objection process is reflected in SCHEDULE 3.

11. APPEALS

The Tenderer must attend all hearings of the Valuation Appeal Board. The cost of attending to the hearings is reflected in SCHEDULE 3.

12. DATA COLLECTION AND DATA COLLECTION SYSTEMS

- Tenderer will be fully responsible to obtain all data necessary by the Tenderer to compile the Valuation Roll and Supplementary Valuation Rolls.
- The data collected by the Tenderer, must be capable of being checked, audited, verified and monitored.
- The Municipality will establish or have to establish whether the standard of data collection, is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognized South African bodies relating to the valuation profession.
- If the findings of the Municipality and/or the said described bodies, indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give the Tenderer 30 days written notice setting out their findings and request the Tenderer to rectify such default, failing which, the Municipality shall be entitled to cancel this tender without further notice.
- The Tenderer will be given the opportunity to explain to the Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by the Tenderer.
- The collection of data on behalf of the municipality is critical in the determination of true and accurate municipal valuations. **All data collected by the tenderer in no matter what format, will remain the property of the municipality.**

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

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

In all cases, the following data will be recorded:

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

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

12.1 RESIDENTIAL ERVEN AND BUILDINGS

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

12.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

Age
 Adverse features
 Condition of section
 Condition of scheme
 Developable Land reserved for future extension to scheme
 Erf no (cross referred)
 Exclusive use area
 Floor level
 Name of scheme
 No of storeys in the scheme
 Participation quota
 Positive features
 Registration no of scheme
 Unit and flat no
 Unit type i.e. simplex, duplex, etc
 View

12.3 INCOME PRODUCING PROPERTIES

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

12.4 SPECIALISED PROPERTIES

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

12.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES [MOSTLY FARM PORTIONS LARGER THAN 20 HA]

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

12.6 AGRICULTURAL SMALL HOLDINGS [MOSTLY SMALLER THAN 20HA]

Where used as a farming unit 12.5 will apply
Where used for other purposes 12.1, 12.3 or 12.4 may have to be followed.

12.7 URBAN VACANT LAND

Adverse features
Positive features
Soil conditions
Services
Topography/slope
View

12.8 MINING LAND

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

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

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

12.9 REGISTERED LEASES

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

12.10 PUBLIC INFRASTRUCTURE

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

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

12.11 GENERAL

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

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

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

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

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

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

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

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

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

The Municipality does not guarantee the accuracy or correctness of any data supplied

to the Tenderer and it is the responsibility of the Tenderer to check and correct any such data supplied.

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

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

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

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

OPTIONS

The Municipality will specify which of the following data it will make available to Tenderer and what data it requires the Tenderer to obtain at his cost. (Indicate with a tick what is applicable)

13.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/satellite imagery		X
2	Building plans	X	
3	Bulk deeds download at commencement date	X	
4	Cadastral	X	
5	Copies of all offers received to purchase and/or lease Municipal properties	X	
6	Copies of all sales/rental agreements relating to properties sold by the Municipality, whether registered or not	X	
7	Copies of all consent use applications received, approved or declined	X	
8	Copies of all township applications, rezonings, consolidations, notarial ties submitted to the Municipality	X	

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
9	Copies of all approvals and/or rejections by the Municipality of applications mentioned in paragraph 8 supra	X	
10	Copies of all policy decisions relating to immovable property within the Municipality	X	
11	Copies of water and electricity deposits relating to properties not previously connected.	X	
12	Development Plans	X	
13	Geographic Information System		X
14	Monthly clearance certificates	X	
15	Monthly Deeds downloads		X
16	Occupation Certificates	X	
17	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	X	
18	Reports on properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	X	
19	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc	X	
20	Town planning scheme	X	
21	With each approved rezoning, consolidation, subdivision township proclamation, or opening of a township register : - Copy of proclamation notice - Copy of proclamation : Amendment scheme - Copy of undersigned Map 3 and scheme clauses - Services agreement and section 82 Certificate [Ord 15 of 1986] - Approved SG-diagrams	X	

13.3 SUPPLEMENTARY VALUATION ROLL

The Municipality will specify which of the following data it will make available to the Tenderer and what data it requires the Tenderer to obtain at his cost. **(Indicate with a tick what is applicable)**

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

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

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
21	With each approved rezoning, consolidation, subdivision township proclamation, or opening of a township register : - Copy of proclamation notice - Copy of proclamation : Amendment scheme - Copy of undersigned Map 3 and scheme clauses - Services agreement and section 82 Certificate [Ord 15 of 1986] - Approved SG-diagrams	X	
22	Annual inspection and review of section 9 & 15 properties referred to in the MPRA	X	
23	Approved SG-diagrams		X
24	Notices appearing in Government/Provincial gazettes relating to properties situated within the Municipality	X	
25	Annual review of Rates Policy [COPY THEREOF]	X	

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

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

14. PRINTING AND BINDING OF ROLLS

The Tenderer shall be responsible for providing **five (5)** hard copies of the valuation roll, **one of which will be certified by him**. The valuation rolls shall be printed in A4 format, [single page] and shall be appropriately indexed.

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

Additional copies of the valuation roll and/or supplementary valuation roll will be as indicated in **Schedule 3** hereof.

FORMAT OF THE VALUATION ROLL AND THE SUPPLEMENTARY VALUATION ROLLS

15. VALUATION SYSTEM

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

- 15.1 If a mass valuation system is used by the Tenderer, the system must be compatible with the valuation system of the Municipality [if applicable]
- 15.2 The valuation system must be compatible with other management systems that are affected by the valuation process. *The valuation system must be in the form of a database and must make use of the unique identifier used by the surveyor general. The database supplied to the council must be in Microsoft Access, Microsoft SQL Server, MySQL or any other recognized relational database management system.*
- 15.3 **The valuation system must be compatible with the billing system of the Municipality**
- 15.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 15.5 The system must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
- 15.6 In the case of property data

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

Land use, zonings, size, subdivisions, consolidations, excisions, notarial ties, etc.
Current and previous owners
Date of sale and transfer
Sales price
Title Deed numbers
Servitudes
Caveats
Type of sale i.e. vacant or improved

15.8 In the case of Valuations

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

15.9 Objections

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

Name of objector,
Name of owner,
Objection number,
Entry required by objector,
Decision of Valuer,
Reasons of Valuer,
Decision of Valuation Appeal Board,
Existing valuations and valuations reflected in the valuation roll,
Adjustments made by the Valuation Appeal Board,
Historic records of all objections lodged in terms of the MPRA against the property from date of commencement and for the full duration hereof.

15.10 Other

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

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

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

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

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

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

16.1 DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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

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

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

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

- The Tenderer will ensure that all data collected manually on paper is scanned into PDF document "read only" format.
- The Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- The Tenderer shall enforce all other static documents - formats are set as "read only" and set the relative permissions on GIS and all third party data.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- The Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the Municipality.
- The Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderer(s) appointed network administrator/s only.
- The Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- The Tenderer will ensure that data which is available to the public and not of a confidential nature is in "read only format" and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service provider's infrastructure.
- The Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- The Tenderer may make use of approved "open source" software products available on the market, to build proprietary systems, provided prior approval is obtained from the Municipality in writing.

- All data output from a relational database system will be provided and made available in an approved format to the Municipality.
- The Tenderer will ensure that all data is backed up on a daily basis and verified.
- The Tenderer will ensure that 2 sets of media be created and used for backup purposes. Each set will be used and alternated on a separate weekly basis.
- The Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- The Tenderer will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- The Tenderer will ensure that this backup cycle be enforced for the duration of the tender.
- The Tenderer will adhere to and implement the backup software vendors 'best practice' specifications.
- The Tenderer will adhere to and comply with the backup hardware manufacturers specifications.
- The Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

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

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

16.2 DATA TRANSFER

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

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

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

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

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

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

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

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

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

16.3 GENERAL

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

17. KEY TASK FUNCTIONS

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

			Guideline periods
STAGE	DESCRIPTION	DEADLINE DATE	PERIOD
1	Initial data collection: download deeds information; valuation rolls; establishment of master files; compare the newly created property master file and the existing municipal valuation records.	3 January 2023 To 31 March 2023	3 months
2	Valuers must start to collect new data for valuations: including inspections; data capture; sales; measurements; rentals; expense ratios etc. Submit draft valuation roll.	1 April 2023 To 30 September 2023	6 months
3	Compiling valuations: internal monitoring of valuations including accuracy of data; review of sales and valuations between date of commencement and date of valuation; correction of roll.	30 December 2023	3 months
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	1 December 2023 To 31 January 2024	1 Month
5	Submission of final certified valuation roll to Municipal Manager	31 January 2024	

STAGE	DESCRIPTION	DEADLINE DATE	Guideline periods
6	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the Municipality.	February 2024	1 month
7	Objections process as per MPRA	5 April 2024	1 month
8	Processing and review of objections	31 May 2024	1 month
9	Lodging of Appeals on outcome of objections		
10	Hearings : Attend Valuation Appeal Board hearings		3 months
11	Attending to all valuation enquiries		ongoing
12	Submission of all data and copies thereof to the Municipality.	31 August 2024	

GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

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

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

18. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

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

Bulk Deeds download.

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

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

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

Order aerial photographs if not supplied by municipality.

Stage 2: DATA COLLECTION:

Includes: -

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

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

Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

Stage 4: INTERNAL MONITORING OF VALUATIONS:

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

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

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

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

Stage 5: SUBMISSION OF DRAFT ROLL:

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

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

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

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

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

Stage 7: OBJECTION PROCESS:

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

Stage 8: PROCESSING AND REVIEW OF OBJECTIONS

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

Stage 9: LODGING OF APPEALS

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

Stage 10: VALUATION APPEALS BOARD HEARINGS:

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

Stage 11: ATTENDING TO ALL VALUATION ENQUIRIES:

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

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

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

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

19. PUBLIC PARTICIPATION AND AWARENESS:

The Tenderer(s) may be required to attend meetings in regard to the Rating Policy, as well as being involved in public awareness relating to the valuation process. The Tenderer(s) may be required by the Municipality to handle all valuation enquiries on their behalf particularly during

the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **SCHEDULE 3** hereof.

If the Municipality elect to require Tenderer to participate in public awareness and/or public participation, the Tenderer shall issue a schedule of their requirements which they will attach to this tender.

20. METHODS OF PAYMENT:

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

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

21. SCHEDULE OF FEES

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

22. TENDERERS EVALUATION

FUNCTIONALITY OF TENDERER

The evaluation will be conducted in two phases:

For applications to be responsive the minimum points for **FUNCTIONALITY** shall be **70 Points (SEVENTY POINTS)** that must be attained by the bidder. Any application with less than seventy points will be disqualified and no further evaluation of the bid will be done and will not be listed on the database.

WEIGHTS AND VALUES FOR THE FUNCTIONALITY CRITERIA				
1 = Poor	2 = Fair	3 = Good	4 = Very Good	5= Excellent
NO.	DESCRIPTION OF SPECIFIC COMPETENCIES			WEIGHTS
1	Qualification Municipal Valuer: Registered as Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 2000, with Professional Registered registration Certificate attached			15
2	Qualification Substitute Municipal Valuer: Registered as Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 2000, with Professional Registered registration Certificate attached			15
3	Valuation Experience from date of registration: Municipal Valuer <ul style="list-style-type: none"> - More than 20 years, - 10 - 15 to 20 years, - 5 - 10 to 14 years – 4 Experience will be accessed on: <ul style="list-style-type: none"> - Mass Municipal valuation for rating purposes, - Valuation of properties of special nature [e.g. airports, mines, quarries, etc], - Valuations using GIS and/or aerial photography, - Reconciling cadastral data with Deeds data and thereafter with municipal valuation roll, - management and Experience in taking responsibility as Nominated Municipal Valuer for the compilation and submission of Certified general valuation rolls. [The information supplied in affidavit [schedules 1(A) of the tender document will be used for this evaluation]			10
	Valuation Experience from date of registration: Substitute Municipal Valuer: <ul style="list-style-type: none"> - More than 20 years, - 10 - 15 to 20 years, - 5 - 10 to 14 years – 4 			

4	<p>Experience will be accessed on:</p> <ul style="list-style-type: none"> - Mass Municipal valuation for rating purposes, - Valuation of properties of special nature [e.g. airports, mines, quarries, etc], - Valuations using GIS and/or aerial photography, - Reconciling cadastral data with Deeds data and thereafter with municipal valuation roll, - Management and Experience in taking responsibility as Substitute Nominated Municipal Valuer for the compilation and submission of Certified general valuation rolls. <p>[The information supplied in affidavit [schedules 1(B) of the tender document will be used for this evaluation]</p>	10
5	Detailed work programme and delivery schedule in line with key task/functions outlined in paragraph 18 of the tender document and which comply to the dates set in the table	10
6	Does the tenderer have a fully established satellite office in the provinces to support the valuation processes in local municipalities. Provide details	10
7	Human resources, Project Management and GIS Capacity - 5 [Information supplied in schedule 6 of the tender document will be used for this evaluation]	5
8	Valuation System, IT resources and data back-up and disaster recovery plan, [Information supplied in schedule 5 of the tender document will be used for this evaluation]	5
9	Copy of Promotion of Access to information manual attached [Information supplied in schedule 10 of the tender document will be used for this evaluation]	10
10	Data Protection and Recovery Policy	10
TOTAL POINTS FOR FUNCTIONALITY		100

For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned. [the proper completion of schedules 1A, 1B, 5, 6 and 10 is important] A bidder that scores less than 70 points in respect of functionality will be disqualified.

Therefore, only qualifying bids can be evaluated in terms of **80/20 preferential points system.**

PRICE

80 POINTS

BBBEE

20 POINTS

It is important that only Tenderer(s) with the necessary experience, qualifications and technical ability to carry out the requirements of this tender, submit tenders in regard hereto. Municipality will consider all prices and submissions made by the Tenderer(s). Should the Municipality during it's consideration of the tenders require that a specific price and/or submission be

reconsidered; it reserves the right to do so, subject to the Municipality requesting all Tenderer(s) to submit such a request or revision of the Tender Proposal.

The municipality shall not be obliged to accept the Tenderer that has obtained the maximum number of points in the valuation process.

The Tenderer undertakes to familiarize himself and make other members, officials, employees and agents, aware of the appropriate Regulations and By- Laws of the Municipality that might be applicable on the Tenderer(s) activities in terms hereof.

Neither the Municipality nor any official in the Municipality will be held responsible for loss of a potential opportunity to tender due to the failure of the Tenderer complying with any of the requirements of this tender.

The covering letter or other matter submitted with the official tender document, may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.

All data supplied by the Municipality, will be received by the Tenderer at his risk. It will be the responsibility of the Tenderer to check and verify the accuracy of data supplied by the Municipality. The Municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.

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

23. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

The Tenderer is required to provide a GIS, the following will be the minimum requirements and specifications of such a system.

23.1 GENERAL DESCRIPTION OF SERVICE

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

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

23.2 GIS DATA STANDARDS

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

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

23.3 SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

Where Tenderer is required as a condition of tender to supply such photography in terms of item 1, paragraph 14.2 hereof. The following minimum specifications will apply:

DESCRIPTION	SPECIFICATION	
	Urban	Rural
Colour	Nice to have but panchromatic will suffice	
Scale of negatives	1:10 000	n.a.
Off-nadir angle	0° - 15°	
Digital format	Tiff or Mr. Sid with the applicable world file (*.tifw or *.sidw).	
Projection	Transverse Mercator 29° East	
Datum	WGS84	

Accuracy	<= 1m	5m to 15m
Resolution	<= 0,25m	0,50m to 1,25m
Ground control	Yes	No
Ortho rectification	Yes	Yes
Mosaicing	Yes	Yes
Geo-referencing	Yes	Yes
Collection method	Aerial photography	Aerial photography or satellite imagery
Application	Suitable for capturing footprints of buildings and structures as well as broad land uses	Suitable for capturing broad land uses and identify position and approximate size of buildings and structures
Cloud cover	<5%	

PROCUREMENT POLICY OF THE MUNICIPALITY

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

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

PROCUREMENT POLICY OF THE MUNICIPALITY

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

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

ANNEXURE E

FORM MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

- 1.2.
- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to this tender.

1.3. Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:

1)	B-BBEE Status level
2)	A sworn affidavit as
3)	Any other
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1. 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

- 4.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1. B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1. If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:.....

8.2. VAT registration number:.....

8.3. Company registration number:.....

8.4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7. MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8. Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

ANNEXURE F

FORM MBD 4 : DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 Vat Registration Number:

3.6 Are you presently in the service of the state? YES / NO

3.6.1 If so, furnish particulars.

.....

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars

.....

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

YES / NO

3.8.1 If so, furnish particulars

.....

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

YES / NO

3.9.1 If so, furnish particulars

.....
.....

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

YES / NO

3.10.1 If so, furnish particulars

.....
.....

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

YES/NO

3.11.1 If so, furnish particulars

.....
.....

DECLARATION / CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....

Signature

Date

.....

Position

.....

Name of Tenderer

- MSCM Regulations : " in service of the state' means to be –

(a) a member of –

- (i) any municipal council
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of Provinces;

- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

ANNEXURE G

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

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

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

Name :

Telephone No. CodeNumber

Cell No.

Residential Address:.....

Postal Address:

.....
.....

Code :

CLEARANCE CERTIFICATE BY MUNICIPALITY

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

of the Municipality of.....Hereby certify that –

(name of municipality)

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

Signature of official :

Municipality of

Telephone No. CodeNumber

Date:

GENERAL

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

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

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

The format must also make provision for the following :

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

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

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

SCHEDULE 1 (A)

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

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

FULL NAMES:

I D NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....
.....

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NUMBER OF PROPERTIES ON VALUATION ROLL	REFERENCE	CONTACT NUMBER

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO

VALUATION BOARD HEARING EXPERIENCE

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

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

VALUATION APPEAL BOARD HEARINGS

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

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NO OF APPEALS	NO OF APPEALS UPHELD BY THE BOARD	WHAT WAS THE % REDUCTION AWARDED BY THE BOARD COMPARED TO THE VALUATIONS COMPILED BY YOU?

I, the undersigned _____ do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ on the _____ day of _____ 2007

**SIGNATURE: NOMINATED PERSON AS
MUNICIPAL VALUER**

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on the _____ day of _____ 2007*

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 1 (B)

AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER

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

FULL NAMES

I D NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....
.....

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NUMBER OF PROPERTIES ON VALUATION ROLL	REFERENCE	CONTACT NO.

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

Have you had any experience in reconciling cadastral data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	NUMBER OF APPEALS	NO OF APPEALS UPHELD BY THE BOARD	What was the % reduction awarded by the board compared to the valuations compiled by you?

I, the undersigned _____ do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ on the _____ day _____ 2007

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

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on the _____ day of _____ 2007*

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 2(A)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I D NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....
.....

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NUMBER OF PROPERTIES ON VALUATION ROLL	REFERENCE	CONTACT NO.

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NUMBER OF PROPERTIES ON VALUATION ROLL	CONTACT NO.

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, the undersigned _____ do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ on the _____ day _____ 2007

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

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on the _____ day of _____ 2007*

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 2(B)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I D NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....
.....

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NUMBER OF PROPERTIES ON ROLL	REFERENCE	CONTACT NO.

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

Have you had any experience in reconciling cadastral data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, the undersigned _____ do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ on the _____ day _____ 2007

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

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on the _____ day of _____ 2007*

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 2(C)

AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I D NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....
.....

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NUMBER OF PROPERTIES ON ROLL	REFERENCE	CONTACT NO.

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, the undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ on the _____ day _____ 2007

**SIGNATURE: ASSISTANT NOMINATED
MUNICIPAL VALUER NO. 3**

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on the _____ day of _____ 2007*

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 2(D)**AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

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

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

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

.....
.....

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

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

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NUMBER OF PROPERTIES ON ROLL	REFERENCE	CONTACT NO.

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

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

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

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	CONTACT NO.

VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

VALUATION APPEAL BOARD HEARINGS

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

If yes:

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

I, the undersigned _____ do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

Signed by me at _____ on the _____ day _____ 2007

**SIGNATURE: ASSISTANT NOMINATED
MUNICIPAL VALUER NO. 4**

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on the _____ day of _____ 2007*

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 3

DETERMINATION OF FEES

[PARAGRAPH 23 OF ANNEXURE D REFERS]

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

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

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

	DESCRIPTION OF RATABLE PROPERTY	ESTIMATED NUMBER OF ENTRIES	FEE PER ENTRY [VAT INCLUDED]	TOTAL AMOUNT TENDERED [VAT INCLUDED]
	BUSINESS 3			
	5 INDUSTRIAL:			
	INDUSTRIAL 1			
	INDUSTRIAL 2			
	6 Government Buildings:			
	Residential			
	Offices			
	Schools			
	Police Station			
	7 AGRICULTURAL:			
	7.1 FARMS			
	Use for agricultural purpose only (Bona Fide farmers)			
	Used for residential			
	Used for Business			
	Used for Industrial purposes			
	Used for other purposes			
	7.2 SMALL HOLDINGS:			
	Used for agricultural purpose [Bona fide farmer]			
	Used for residential			
	Used for Business			

	DESCRIPTION OF RATABLE PROPERTY	ESTIMATED NUMBER OF ENTRIES	FEE PER ENTRY [VAT INCLUDED]	TOTAL AMOUNT TENDERED [VAT INCLUDED]
	Used for Industrial purposes			
	Used for other purposes			
	8 Multiple Use			
	9 COMMUNITY FACILITY:			
	Crèches			
	Old age homes			
	10 MINING PROPERTIES			
	11 Public Service Infrastructure:			
	National and Provincial Roads			
	Water pipes, Sewer pipes, Water Supply Reservoirs, Sewerage Scheme			
	Dams			
	Power Stations, Power Substations, Power Lines			

	DESCRIPTION OF RATABLE PROPERTY	ESTIMATED NUMBER OF ENTRIES	FEE PER ENTRY [VAT INCLUDED]	TOTAL AMOUNT TENDERED [VAT INCLUDED]
	Railway Lines, etc			
	Communication towers, masts, etc			
	Runways or aprons at national and provincial airports			
	Rights of way, easements or servitudes in connection with Public Service Infrastructure			
	Any other publicly controlled Infrastructure			
	12 GENERAL			
	MARATHON CLUB			
	MARINA CLUB			
	MOTOR TRADE			
	AERODROME			
	BOAT HOUSE			
	NURSERY			
	PARKING			
	PRIVATE OPEN SPACE			
	PRIVATE ROAD			
	PUBLIC GARAGE			
	PUBLIC OPEN SPACE			
	RELIGIOUS INSTITUTION			

	DESCRIPTION OF RATABLE PROPERTY	ESTIMATED NUMBER OF ENTRIES	FEE PER ENTRY [VAT INCLUDED]	TOTAL AMOUNT TENDERED [VAT INCLUDED]
	SPORT AND RECREATION	"		
	TAXI RANK	"		
		"		
	13 UNDETERMINED	"		
	Total Estimated number of entries			
3	SUPPLEMENTARY VALUATIONS	HOW TO TENDER	FEE PER ENTRY [VAT INCLUDED]	COMMENT
	New Townships	FEE PER ENTRY [VAT INCLUDED]		
	Consolidations and subdivisions	"		
	Certificates of occupancy	"		
	Consent Uses	"		
	Rezoning	"		
4.1	Section 51 compliance			Part of compilation fee
4.2	Section 53 (3) Compl	Per reason [VAT included]		
5.1	Valuation Appeal Board Hearings Preparation and consultations with professionals appointed by the Municipality for specific appeals	Per hour [VAT INCLUDED]		
5.2	Attendance : Hearings : Valuation Appeal Board	Per day [VAT INCLUDED]		
6	Data collection	Fixed fee [VAT INCLUDED]		
7	Public awareness	Fixed fee [VAT INCLUDED]		

Item	Description	HOW TO TENDER	FEE PER ENTRY [VAT INCLUDED]	COMMENT
8	Valuations other than for rating purposes	State the basis of fees [VAT INCLUDED]		
8	Consultations	Hourly rate [VAT INCLUDED]		
10	Valuation enquiries [PARAGRAPH 21 OF ANNEXURE D]	Fixed fee [VAT INCLUDED]		
11	Traveling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality	State the tariff to be applied [VAT INCLUDED]		
12	Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality	State the tariff to be applied [VAT INCLUDED]		

OPTION TO EXTEND THIS CONTRACT

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

For the financial year 1 July __ to 30 June __

Supplementary valuations for the following periods:

1 July ____ to 30 June __
1 July ____ to 30 June __
1 July ____ to 30 June __
1 July ____ to 30 June __

In the event of the municipality wishing to either extend or not exercise this option, they shall advise the Tenderer in writing of their decision by not later than the __ day of _____ 200__

Schedule of fees applicable during the option period

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT [INCLUDING VAT]	COMMENT
1	Valuation Roll	Fixed tender amount	R	Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual fees of item 2 hereunder. The pro rata adjustments will be calculated on the individual fees for the

				various properties as indicated under item 2 here-under. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under item 2 here-under
2	DESCRIPTION OF RATABLE PROPERTY	HOW TO TENDER	AMOUNT [INCLUDING VAT]	COMMENT
	1 RESIDENTIAL:			
	RESIDENTIAL 1			
	RESIDENTIAL 2			
	RESIDENTIAL 3			
	RDP HOUSING			
	INFORMAL HOUSING			
	GUEST HOUSES			
	SECTIONAL TITLE UNITS			
	4 BUSINESS:			
	BUSINESS 1			
	BUSINESS 2			
	BUSINESS 3			
	5 INDUSTRIAL:			
	INDUSTRIAL 1			
	INDUSTRIAL 2			
	6 Government Buildings:			
	Residential			
	Offices			
	Schools			
	Police Station			

	DESCRIPTION OF RATABLE PROPERTY	HOW TO TENDER	AMOUNT [INCLUDING VAT]	COMMENT
	7 AGRICULTURAL:			
	7.1 FARMS			
	Use for agricultural purpose only (Bona Fide farmers)			
	Used for residential			
	Used for Business			
	Used for Industrial purposes			
	Used for other purposes			
	7.2 SMALL HOLDINGS:			
	Used for agricultural purpose [Bona fide farmer]			
	Used for residential			
	Used for Business			
	Used for Industrial purposes			
	Used for other purposes			
	8 Multiple Use			
	9 COMMUNITY FACILITY:			
	Crèches			
	Old age homes			

	DESCRIPTION OF RATABLE PROPERTY	HOW TO TENDER	AMOUNT [INCLUDING VAT]	COMMENT
	10 MINING PROPERTIES			
	11 Public Service Infrastructure:			
	National and Provincial Roads			
	Water pipes, Sewer pipes, Water Supply Reservoirs, Sewerage Scheme			
	Dams			
	Power Stations, Power Substations, Power Lines			
	Railway Lines, etc			
	Communication towers, masts, etc			
	Runways or aprons at national and provincial airports			
	Rights of way, easements or servitudes in connection with Public Service Infrastructure			
	Any other publicly controlled Infrastructure			

	DESCRIPTION OF RATABLE PROPERTY	HOW TO TENDER	AMOUNT [INCLUDING VAT]	COMMENT
	12 GENERAL			
	MARATHON CLUB			
	MARINA CLUB			
	MOTOR TRADE			
	AERODROME			
	BOAT HOUSE			
	NURSERY			
	PARKING			
	PRIVATE OPEN SPACE			
	PRIVATE ROAD			
	PUBLIC GARAGE			
	PUBLIC OPEN SPACE			
	RELIGIOUS INSTITUTION			
	SPORT AND RECREATION	"		
	TAXI RANK	"		
		"		
	13 UNDETERMINED	"		
	Total Estimated number of entries			
3.1	Supplementary valuations: Monthly options			
	Year 1			
	Year 2			
	Year 3			
	Year 4			

ITEM	DESCRIPTION OF RATABLE PROPERTY	HOW TO TENDER	AMOUNT [INCLUDING VAT]	COMMENT
3.2	Entry option	Rate per entry		
4.1	Appeal Board Hearings: Preparation and consultations with professionals appointed by the municipality for specific appeals	Per hour [VAT included]		
4.2	Attendance : Hearings : Valuation Appeal Board	Per day [VAT included]		
5	Section 51 compliance			Part of compilation fee
6	Section 53 (3) Compl	Per reason [VAT included]		
7	Data collection	Fixed fee [VAT included]		
8	Public awareness	Fixed fee [VAT included]		
9	Valuations other than for rating purposes	State the basis of fees [VAT included]		
10	Consultations	Hourly rate [VAT included]		
11	Valuation enquiries [PARAGRAPH 21 OF ANNEXURE D]	Fixed fee [VAT included]		
12	Traveling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality	State the tariff to be applied [VAT included]		
13	Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by the Municipality	State the tariff to be applied [VAT included]		
14	Additional copies of valuation roll	Per additional copy [VAT included]		

SCHEDULE 4

DATA BACK UP AND DISASTER RECOVERY PLAN

[PARAGRAPH 17.1 OF ANNEXURE D REFERS]

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

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

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

SCHEDULE 5

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

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

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

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

SCHEDULE 6

HUMAN RESOURCES

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

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

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

SCHEDULE 7

PROJECT WORK PLAN

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

Work definition
Work flow
Timelines
Deadlines

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

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

SCHEDULE 8

PROOF OF INSURANCE COMPLIANCE

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

SCHEDULE 9

TAX CLEARANCE CERTIFICATE

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

SCHEDULE 10

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

[PARAGRAPH 5 OF ANNEXURE D REFERS]

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

SCHEDULE 11

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

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

SCHEDULE 12

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

SCHEDULE 13

STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE

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

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

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

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