



**LOCAL GOVERNMENT:
MUNICIPAL PROPERTY RATES ACT NO.6 OF 2004**

SPECIMEN VALUATION TENDER DOCUMENT

(March 2020)

TENDER NO:/.....

.....**MUNICIPALITY**

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004), AS AMENDED, FOR THE FINANCIAL YEAR/S 1 JULY 20____ TO 30 JUNE 20____

CLOSING DATE AND TIME:.....

To ensure that your tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and tender rules contained in the tender documents.

Tenders and supporting documents must be sealed and externally endorsed

“TENDER NUMBER:.....”

And placed in the Tender Box, not later than the closing date and at the time advertised, at which time the tenders will be opened in public.

The lowest or any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed.

The following documents must be completed, signed and submitted as a complete set:

- FORM “A” - Form of Tender
- FORM “B” - General Undertakings by the Tenderer
- FORM “C” - General Tender Conditions and Directions
- FORM “D” - Specification and Schedules

Tender documents will be available at the following physical address:

.....
.....

All enquiries can be directed to Mr/Mrs/Ms

Telephone number Fax number

Cell number E-mail address

A compulsory briefing session will be held at the following physical address:-

.....

on theday of 20____

at hours

Tenders will be opened immediately after the closing date and time in public at:-

.....
.....

All tenders shall hold good for days as from the closing date of the tender

Tenders which are not received and/or deposited in the specified tender box within the closing time and on the closing date for the tender, will be marked as a late tender and such tender shall not be considered by the Municipality as a valid tender.

Tenderers attention is specifically drawn to the provisions of the tender rules, which are included in the tender documents. The lowest or any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept a tender in whole or part. Tenders completed in pencil will be regarded as invalid tenders.

Telefaxed or e-mailed tenders will not be regarded as valid tenders.

MUNICIPAL MANAGER

MUNICIPALITY:.....

DATE:.....

FORM "A"

FORM OF TENDER AND DECLARATION

TENDER No.....

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004), AS AMENDED, FOR THE FINANCIAL YEAR/S 1 JULY 20_____ TO 30 JUNE 20_____

DECLARATION:

To: The Municipal Manager

..... (Municipality)

Sir/Madam,

I/We, the undersigned:

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

Signed at on this day of 20__

Signature of Tenderer:.....

Name of Tender:.....

Domicilium address:

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

As witnesses:

1. Signature..... Name in full.....

I.D. No.....

2. Signature..... Name in full.....

I.D. No.....

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

PLEASE NOTE:

- Each page of the tender document and schedules thereto must be initialled 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 forms and schedules attached hereto shall be deemed to be the Conditions of 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.

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 | |

FORM "B"

GENERAL UNDERTAKINGS BY THE TENDERER

DEFINITIONS:

- "Act" means the Local Government: Municipal Rates Act, 2004 (Act No. 6 of 2004), as amended, and any regulations made in terms of section 83 thereof;
- "Assistant Municipal Valuer" means a valuer as defined in terms of section 39 (2) of the Act;
- "Closing Date" shall be hours on the..... day of20____;
- "Commencement Date" shall mean the first day following the signature date;
- "Good Standing" 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;
- "Final Delivery Certificate" means the document issued by the Municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this tender;
- "Letter of Acceptance" means the written communication by the Municipality to the Tenderer recording the acceptance by the Municipality of the Tenderers tender subject to any further terms and conditions to be included in the tender by agreement between the Tenderer and the Municipality;
- "Municipality" shall mean
- "Municipal Valuer" means a valuer as defined in terms of section 39 (1) of the Act;
- "Nominated Person" 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;
- "SDC" means any Service Delivery Centre that forms part of the Municipality;
- "Section" means a section of the Local Government: Municipal Rates Act, 2004 (Act No. 6 of 2004), as amended, and any regulations made in terms of Section 83;
- "Signature Date" means the date of the signed letter of acceptance;
- "Substitute Nominated Person" means the person nominated to substitute the Municipal Valuer;

- “Tender”* shall include: the form of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Tenderer as the basis of services to be rendered and any further agreement entered into by the Tenderer in terms of the Municipality’s General Conditions of Contract and all other schedules thereto;
- “Tenderer(s)”* means the Tenderer whose tender has been duly accepted by the Municipality;
- “Validity Period”* shall be 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;
 - This singular, includes the plural and vice versa;
- Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the signature date and as amended or re-enacted from time to time;
- When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this 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 forms, schedules and/or annexures to the Municipality;

on the terms and conditions and in accordance with the specifications and proposals stipulated in the tender documents (and which shall be taken as part of and incorporated into, this tender);

at the 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 the forms, schedules and/or annexures attached hereto with which I am/we are fully acquainted.

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

if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, that 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 favourable 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 favourable 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 fulfilment 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 price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rates(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

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

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

FORM "C"

GENERAL TENDER CONDITIONS

1. All Tenderers 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 forms, schedules and/or annexures hereto, will be the contract between the Tenderer and the Municipality.
2. Tenderers are required to acquaint themselves and to comply in their tender with the following policy documents of the Municipality:

2.1 PROCUREMENT

3. Tender documents are only in English.
4. Failure on the part of the Tenderer to sign this tender 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.
5. If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
6. Tender prices must be completed in terms of "**Schedule 3**" of the tender document.
7. Tenders must be submitted in sealed envelopes.
8. The tender number and closing date must appear on the front of the sealed envelope in which the tender is submitted.
9. All Tenderers are advised that it is an express condition of tender that all Tenderers and nominated persons will be required to show, as part of their tender, that they are in good standing with the Receiver of Revenue, where appropriate, duly registered for purposes of paying RSC levies in terms of the Regional Services Councils Act, 1985 (Act No. 109 of 1985), or in the event of the repeal of this Act – any successor legislation.

The Tenderer and nominated persons (including its trustees, members or directors as the case must be) in good standing in respect of any levy, rates, fine, service charge or the like due to the Municipality and/or any SDC located within the area of jurisdiction of the Municipality.

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 and/or any SDC located within the area of jurisdiction of 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 and/or to any SDC located within the area of jurisdiction of the Municipality.

11. The Municipality shall not be obliged to accept the lowest or any tender. The Municipality will consider all prices and submissions made by the Tenderers. Should the Municipality during its consideration of the tenders require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Tenderers 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 terms of paragraph 24 **FORM "D"** of the Tender.

12. The Tenderer undertakes that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by-laws of the Municipality that might have application on the Tenderers activities in terms hereof.
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.
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.
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. 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.

FORM "D"

TENDER SPECIFICATION

TENDER NO...../.....

**THE COMPILATION OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEAR/S
1 JULY 20_____ TO 30 JUNE 20_____**

IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004), AS AMENDED.

1. INTRODUCTION

The Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Act, for the following areas within its area of jurisdiction:

-
-
-
-
-
-

The valuation process generates a substantial percentage of 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 Tenderers must commit themselves to strict confidentiality both during and after the valuation task.

Tenderers must ensure that no conflict of interest occurs during or after the valuation process and if any potential conflict arises, the Tenderer must advise Municipality accordingly.

Tenderers will be required to prepare a project plan in terms of Schedule 7 and to adhere to the time schedules detailed therein, as well as **paragraph 18** hereof.

Municipality will provide the Tenderer with certain data as detailed in **paragraph 14** hereof.

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

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

(Municipality to specify whether they require the appointment of a Municipal Valuer, Assistant Municipal Valuer or Both)

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

The 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 Valuers only, such Assistant Municipal Valuers 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 Valuers 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 Tenderers nominated person/s in terms of **Schedules 1 and 2** hereof by reference to:

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

The Tenderers 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, 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 fulfil 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

Tenders are invited from experienced and suitably qualified Tenderers to compile and maintain valuation roll/s and supplementary valuation rolls.

Tenderers will be required to compile a Valuation Roll for the period:-

1 July _____ to 30 June _____

In addition to compiling the said valuation rolls,

Tenderer's nominated person/s will be required to assist Municipality in:-

- (1) The preparation of the Rates Policy in terms of the Act in regard to valuation matters.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) 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:-

- (4) Valuation of different categories of properties in terms of Section 8.
- (5) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by Municipality.
- (6) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by Municipality.
- (7) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (8) Compliance with the provisions of Section 30.
- (9) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (10) Comply fully with Section 34 – Functions of Municipal Valuer.
- (11) Section 36 – Data Collectors. Assume responsibility for their performance.
- (12) Comply with Section 37 – Delegation where applicable and if necessary.

- (13) Comply with Section 39 – Qualifications of Municipal Valuers.
- (14) Comply with Section 40 – Prescribed Declarations.
- (15) Comply with Section 41 – Inspection of property within defined days and times.
- (16) Comply with Section 42 – Access to Information.
- (17) Comply with Section 43 – Conduct of Valuers.
- (18) Comply with Section 44 – Protection of Information.
- (19) Comply with Section 45 – Valuation methodology and Section 13 hereof.
- (20) Comply with Section 46 – General basis of valuation.
- (21) Comply with Section 47 – Sectional Title Schemes.
- (22) Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this tender.
- (23) Comply with Section 51 – Processing of objections, if so required by Municipality.
- (24) Comply with Section 52(1)(3) – Compulsory review.
- (25) Comply with Section 53 – Notification.
- (26) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (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 so required by Municipality.
- (28) Comply with Section 81 & 82 of the Act. Tenderers/Nominated Person(s) shall provide and make available all data and 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.
- (29) Comply with Section 85 – Copyright of valuation rolls and other data.
All data belongs to the municipality and the municipal manager must ensure that such data is received prior final payment to the service provider (valuer) and is adequately protected. The municipal valuer must submit all data including the valuation roll in a format wherein the municipality can easily copy and or extract information from such datasets (for example Excel, Access and Word). The pdf version where required must also be submitted. This is to enable the municipality easy use of such information for other purposes. These include assisting in rates tariff modelling when comparing the change in valuations between the two valuation rolls. These changes in valuations due to a new valuation roll impacts on changes in rates payable by property owners in each property category.

4. DEFINITIONS

| | |
|---------------------------|---|
| Date of Valuation: | shall mean the Date of Valuation as determined by Municipality in terms of the Act; |
| Date of Draft Submission: | shall mean the date upon which the Municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the Municipality to use such data in the preparation of their rates policy and tariffs; |
| Date of Final Submission: | shall mean the date upon which the certified roll/s are handed to the Municipality by the nominated persons; |
| Specialised Properties: | <p>Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties:</p> <ul style="list-style-type: none"> • Regional Shopping Centres e.g. East Rand Mall • Petrol Filling Stations • Hotels • Conference Centres • Quarries • Mines • Grain Depots • Private Hospitals • Provincial and/or State buildings such as Civic Centres, Prisons etc. • Airports, Harbours and Stations • Steel Manufacturer e.g. Iscor • Cement Factory <p>Tenderer shall be required to assist the Municipality to compile a register of Specialised Properties that will enable Municipality to easily refer at any time to such properties.</p> <p>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;</p> |
| Data and Information: | 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 fulfilment of this tender; |
| Data Ownership: | all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the Municipality; |

Data Transfer: all data utilised and/or collected by Tenderer including that of the data capturers, 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 recognised electronic format;

Property Master File: 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 master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the 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 interest accounts.

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

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

Example: Erf 14 & 15 Dunswart consolidated into Erf 300. Under erven 14 + 15 they will be indicated as unregistered with a cross reference to Erf 300. Under Erf 300 it will be cross-referenced to indicate consolidation of Erf 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";

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

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

In terms of the Promotion of Access to Information Act, Act 2 of 2000, 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 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 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 Act that is of a confidential nature, unless required to do so in terms of Section (44) of the said Act.

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

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 where such information is not available to the general public.

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

Such information may only be disclosed in terms of Sect (44) of the Act

6. CONFIDENTIALITY

In the process of collecting data and information in terms of section 42 of the Act, 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 Act.

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

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

7.1 PENALTIES AND DEFAULTS

It is a specific condition of this tender that 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 Tenderer not conforming to the standards required by the Municipality as contained in the tender document, Tenderer shall be given 30 days written notice to remedy such default failing which, the Municipality will be allowed to cancel this appointment without further notice.

Serious default of this contract shall include but not be limited to

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

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

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

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

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

The findings of the adjudicator will be handed to the Municipality, the nominated person and 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 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:

7.2 PENALTIES

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

Should it be apparent to the Municipality that after Tenderer has been advised in writing by Municipality that Tenderer is in default in complying with the deadlines of either stage 1 or 2 and that Tenderer has failed to rectify such default within the amended time limit set by Municipality then in such event Municipality shall be entitled to cancel the contract and appoint a substitute Tenderer. In such event, Tenderer will supply Municipality with all data collected in his possession and Municipality reserves the right to offset any payment due to Tenderer against the cost of appointing another person to fulfil 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.

7.3 RETENTION

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

8. INSURANCE

Tenderer shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity Insurance relating to the nominated person/s held by the Tenderer up to the Bid Contract price tendered and Public Liability Insurance held by Tenderer up to the Bid Contract price tendered.

9. VALUATION SUMMARY

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

The following is an approximate summary of the number of entries appearing in the current Valuation roll

| DESCRIPTION | ESTIMATED NO OF ENTRIES |
|---|-------------------------|
| Residential | |
| Sectional title units - residential | |
| Low income housing - residential | |
| Industrial | |
| Sectional title units - industrial | |
| Business and commercial | |
| Sectional title units – business and commercial | |
| Agricultural | |
| Specialised properties, e.g. airports, hospitals, hotels, mining, petrol filling stations, shopping centres, etc. | |
| Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc. | |
| Vacant Land | |
| Township owner interest accounts including unregistered erven comprising the townships | |
| Public service infrastructure | |
| Any other property type as specified by the municipality | |
| TOTAL ESTIMATED NO OF ENTRIES | |

Tenderers 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 Master 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 price will be calculated on the type of category relating to the entry under item 1.1 to 1.14 of **Schedule 3** hereof.

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

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

10. SUPPLEMENTARY VALUATIONS:

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

- 1 July _____ to 30 June _____
- 1 July _____ to 30 June _____
- 1 July _____ to 30 June _____
- 1 July _____ to 30 June _____
- 1 July _____ to 30 June _____

Tenderer will be required to submit a certified supplementary valuation roll by the agreed date on an annual basis for the period of validity of the valuation roll.

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

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.

Municipality will require that 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 & 15 of the Act.

11. OBJECTIONS

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

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

At the option of Municipality, Tenderer may be required to follow a valuation objection procedure that will include attendances and procedures at "quasi valuation objection hearings".

Should Municipality so decide, the cost thereof will be reflected in **Schedule 3**.

12. APPEALS

The Tenderer must attend all hearings of the valuation appeal board hearings. The costs of attending to the hearings is reflected in **Schedule 3**.

13. DATA COLLECTION AND DATA COLLECTION SYSTEMS

Tenderer will be fully responsible for the obtainment of all data necessary for Tenderer to compile the Valuation Roll and Supplementary Valuation Rolls.

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

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

If the findings of the Municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give Tenderer 30 days written notice setting out their findings and request Tenderer to rectify such default, failing which Municipality shall be entitled to cancel this tender without further notice. Tenderer will be given the opportunity to explain to Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by Tenderer. All data collected by Tenderer, in whichever format, is the property of Municipality.

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

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 Act, whereby inspections are optional, Tenderer will be required to adhere to the following minimum data collection requirements:-

The minimum data to be collected for each category of property is as follows:-

13.1 RESIDENTIAL ERVEN AND BUILDINGS

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

13.2 SECTIONAL TITLE SCHEMES

Name of scheme
 Registration no of scheme
 Section number
 Section use (residential, garage, store room, shop, office, industrial, etc.)
 Door number
 Exclusive use area
 Erf no (cross referred)
 Floor level
 Unit type i.e. simplex, duplex, etc.
 No of storeys in the scheme
 Participation quota
 Owner
 Sales date
 Sales price
 Condition of section
 Condition of scheme
 View
 Adverse features
 Positive features

13.3 INCOME PRODUCING PROPERTIES

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

13.4 SPECIALISED PROPERTIES

Street address if available
 Schedule reflecting description and use of buildings.
 Size of all buildings
 Data relating to specific type of property e.g. number of beds in hospital etc.

13.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

Land Size

Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc.

Description of all buildings including use, condition and functionality.

Estimated schedule of building sizes

Investigation of land claims, land tenure etc.

Owner

Sales date

Sales price

13.6 AGRICULTURAL SMALL HOLDINGS

Where used as a farming unit 13.5 will apply

Where used for other purposes 13.1, 13.3 or 13.4 may have to be followed.

13.7 URBAN VACANT LAND

Size

Address (if available)

Topography/slope

Soil conditions

Services

View

Adverse features

Positive features

Owner

Date of sale

Sale price

13.8 GENERAL

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

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

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

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 on an ongoing basis during the duration of this tender.

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

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

Actual use and town planning zonings are to be reflected.

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

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

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

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

1. Current Valuation Roll;
2. Copies of all Supplementary Valuation Rolls;
3. An extract of the municipality's billing system
4. Available data such as field sheets, valuation records etc.

OPTIONS

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

14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN |
|-----|---|-------------------------|---|
| 1. | Aerial photographs/satellite imagery | | If Municipality does not provide aerials: Municipality to state clearly whether they require Tenderer to obtain aerials (at the cost of Tenderer) or whether Tenderer can decide, at his discretion, to use aerial photography or not. |
| 2. | Building plans | | |
| 3. | Bulk deeds download at commencement date | | |
| 4. | Cadastre | | |
| 5. | Copies of all offers received to purchase and/or lease Municipal properties | | |
| 6. | Copies of all sales/rental agreements relating to properties sold by Municipality whether registered or not | | |
| 7. | Copies of all consent use applications received, approved or declined | | |
| 8. | Copies of all township applications, rezonings, consolidations, notarial ties submitted to Municipality | | |
| 9. | Copies of all approvals and/or rejections by Municipality of the above | | |
| 10. | Copies of all policy decisions relating to immovable property within Municipality | | |
| 11. | Copies of water and electricity deposits relating to properties not previously connected | | |
| 12. | Development Plan | | |

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN |
|-----|--|--------------------------------|-----------------------------------|
| 13. | Geographic information system | | |
| 14. | Monthly clearance certificates | | |
| 15. | Monthly Deeds downloads | | |
| 16. | Monuments and Heritage buildings declared from time to time | | |
| 17. | Occupation Certificates where available | | |
| 18. | Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. | | |
| 19. | Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements | | |
| 20. | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | | |
| 21. | Town planning scheme | | |
| 22. | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. <ul style="list-style-type: none"> - Copy of Proclamation Notice - Amendment scheme - Services agreement | | |

14.3 SUPPLEMENTARY VALUATION ROLL

Municipality will specify which of the following data it will make available to Tenderer and what data it requires Tenderer to obtain at their 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 | | If Municipality does not provide aerials: Municipality to state clearly whether they require Tenderer to obtain aerials (at the cost of Tenderer) or whether Tenderer can decide, at his discretion, to use aerial photography or not. |
| 2. | Building plans and schedule of monthly completed buildings. | | |
| 3. | Cadastre monthly updates | | |
| 4. | Monthly copies of all offers received to purchase and/or lease Municipal properties | | |
| 5. | Monthly copies of all sales/rental agreements relating to properties sold by Municipality whether registered or not | | |
| 6. | Monthly copies of all consent use applications received, approved or declined | | |
| 7. | Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to Municipality | | |
| 8. | Monthly copies of all approvals and/or rejections by Municipality of the above | | |
| 9. | Monthly copies of all policy decisions relating to immovable property within Municipality | | |
| 10. | Monthly copies of water and electricity deposits relating to properties not previously connected | | |
| 11. | Development Plan and changes thereto | | |

| | FUNCTION | MUNICIPALITY TO PROVIDE | TENDERER TO PROVIDE/OBTAIN |
|-----|--|--------------------------------|-----------------------------------|
| 12. | Geographic information system Monthly maintenance thereof - if applicable | | |
| 13. | Monthly clearance certificates | | |
| 14. | Monthly Deeds downloads | | |
| 15. | Monuments and Heritage buildings declared from time to time | | |
| 16. | Occupation Certificates where available | | |
| 17. | Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – ongoing basis | | |
| 18. | Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – ongoing basis | | |
| 19. | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | | |
| 20. | Town planning scheme – updates thereof | | |
| 21. | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement | | |
| 22. | Annual inspection and review of section 9 & 15 properties referred to in the Act | | |
| 23. | Monthly diagrams from surveyor general | | |
| 24. | Notices appearing in government/provincial gazettes relating to properties within the municipality | | |
| 25. | Annual review of rates policy copy thereof | | |

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, Tenderer will not be held liable for any such delays. Tenderer will however be held fully liable for any delays in the submission of supplementary valuations to the Municipality.

Where the Municipality are not fulfilling their obligations in terms of this paragraph Tenderer will advise the Municipal Manager of such default and request that the default of Municipality be rectified by them.

15. PRINTING AND BINDING OF ROLLS

Tenderer shall be responsible for providing copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back to back 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, Tenderer shall provide the Municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format. Insert comment relating to format and 'unlocked'. To be able to manipulate the valuation roll for analysis.

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

16. VALUATION SYSTEM

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

- 16.1 If a mass valuation system is used by Tenderer, the system must be compatible with the valuation system of the Municipality if applicable.
- 16.2 The valuation system must be compatible with the GIS system utilized by the Municipality as well as other management systems that are affected by the valuation process.
- 16.3 The valuation system must be compatible with the billing system of the Municipality
- 16.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 16.5 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
- 16.6 In the case of property data

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

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

16.7 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

16.8 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 appeal board
 Existing valuations and valuations reflected in the valuation roll
 Adjustments made by the appeal board
 Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

16.9 Other

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

Building plan data where available, 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.

17.1 DATA BACK UP AND DISASTER RECOVERY PLAN

All data collected by Tenderer is the property of the Municipality.

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

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

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

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

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.

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

- Tenderer will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.
- Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- 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.
- 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.
- 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 Tenderers appointed network administrator/s only.
- Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- Tenderers 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.

- 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.
- 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 municipality.
- Tenderer will ensure that all data is backed up on a daily basis and verified.
- 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.
- 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.
- 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.
- Tenderer will ensure that this backup cycle be enforced for the duration of the tender.
- Tenderer will adhere to and implement the backup software vendors 'best practice' specifications.
- Tenderer will adhere to and comply with the backup hardware manufacturers specifications.
- Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

Municipality may review and amend this requirement at any time to keep pace with changes in technology and equipment.

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

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

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.

17.2 DATA TRANSFER

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

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

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

Tenderer may utilise optical based media technology for archiving purposes.

Tenderer may utilise optical based media technology for data presentation.

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

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

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

17.3 GENERAL

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.

18. KEY TASK FUNCTIONS

Tenderers will be required to follow the stages set out below and adhere to the following deadlines;

| STAGE | DESCRIPTION | DEADLINE DATE | Guide line periods | | |
|-------|---|---------------|---------------------------|----------------------------|--|
| | | | Type A large municipality | Type B medium municipality | Type C small municipality |
| 1 | Initial Data collection, deeds down load, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master. | | 6-8 months | 3-4 months | 2-4 months |
| 2 | Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc | | 12-18 months | 8-12 months | 4-6 months |
| 3 | Compiling of valuations | | 6 months | 4 months | 2-3 months |
| 4 | Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation | | 2-3 months | 1-2 months | 1 month |
| 5 | Submission of draft roll | | | | Municipality may at their option require a draft roll to assist in the determination of their tariffs or to internally monitor the standard of the valuation roll. If required they may require Tenderer to correct the draft roll prior to submission of the certified roll |
| 6. | Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the municipality | 1-2 months | 1 month | 2 -4 weeks | |
| 7 | Objections process as per Act | | | | |

| STAGE | DESCRIPTION | DEADLINE DATE | Guide line periods | | |
|-------|--------------------------------------|---------------|---------------------------|----------------------------|---------------------------|
| | | | Type A large municipality | Type B medium municipality | Type C small municipality |
| 8 | Valuation appeal board hearing | | | | |
| 9* | Attending to all valuation enquiries | | | | |

19. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

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

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

20. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll
- All supplementary valuation rolls
- Cadastre information
- Aerial photographs if supplied by municipality

Bulk Deeds download.

Download all data onto Tenderers 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).

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: MONITORING OF VALUATIONS:

Internal quality control to be conducted by Tenderer and measured against current sales and other relevant market data.

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:

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, if it is a requirement of Municipality to do so, Tenderer shall bind and certify the roll for submission to the Municipal Manager.

Stage 7: OBJECTION PROCESS:

Tenderer will be obliged to attend to the following:

Receive objections in terms of section 50(5)

Comply with section 51 and where section 52(1) is applicable comply with section 52(a)

Comply with section 53(1) and 53 (3)

Stage 8: VALUATION APPEALS BOARD HEARINGS:

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

Stage 9: SUBMISSION OF ALL DATA TO MUNICIPALITY:

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

21. PUBLIC PARTICIPATION AND AWARENESS:

Tenderers 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. Tenderers 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, they shall issue a schedule of their requirements which they will attach to this tender.

22. METHODS OF PAYMENT:

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

| STAGE NO. | DESCRIPTION | % PAYMENT | PAYABLE ON COMPLETION | PAYABLE IN MONTHLY PAYMENTS |
|------------------|--|------------------|--|------------------------------------|
| 1 | Commencement phase | 10% | √ | |
| 2 | Data collection | 10% | | √ |
| 3 | Valuation compilation | 20% | | √ |
| 4 | Internal monitoring | - | | |
| 5 | Submission Draft Roll | 15% | √ | |
| 6 | Submission of certified roll and supporting data to Municipality and issue by Municipality of delivery certificate | 15% | √ | |
| 7 | Objection process | 10% | √ | |
| 8 | Valuation appeal board hearing | 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 | Updating of submitted data to Municipality and issue by Municipality of final delivery certificate | 10% | √ | |
| | | 100% | | |

23. SCHEDULE OF FEES

The Schedule of Fees, **Schedule 3** must be completed by the Tenderer and will be read as the Tenderers fee proposal in terms of this tender

24. TENDERERS EVALUATION

Tenderer will first be evaluated on the following points scoring criteria and thereafter be subjected to a further evaluation regarding equity ownership, (HDI & SMME) other procurement requirements of the Municipality and price.

| DESCRIPTION | % WEIGHT | SCORE OUT OF 100 | POINTS |
|------------------------------|------------|------------------|----------------------------------|
| Experience | 40 | | % weight x score/100 = points |
| Human resources | 15 | | |
| IT resources | 15 | | |
| Data protection and recovery | 15 | | |
| Valuation System | 15 | | |
| Total | 100 | | |

For Tenderers to be considered for the next phase of evaluation, they must achieve a minimum rating of 50% under this paragraph.

The Municipality will refer the tenders after this evaluation process to the relevant tender committee for further adjudication and consideration.

It should be noted that the Municipality will not be obliged to appoint the Tenderer obtaining the highest points in terms hereof.

25. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

This section will only apply if required by the Municipality. If the Tenderer is required to provide a GIS, the following will be the minimum requirements and specifications of such a system.

25.1 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.

25.2 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 theMunicipality (if applicable);
- Cadastral data will be available in geographic coordinates 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 Tenderer will be provided to Municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll;
- 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. Tenderers must therefore use ground control measures to verify and confirm the results obtained from aerial photography.
- The GIS shall be fully compatible with the Tenderers valuation system. As well as being compatible with the municipal system.

25.3 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% | |

Have you had any experience in reconciling cadastre 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 | PHONE NO |
|-----------------------------|-------------------------------|-----------------------|-----------------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|-----------------------------|----------------------------|--------------------------|------------------------|----------------------|--|--|
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I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

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

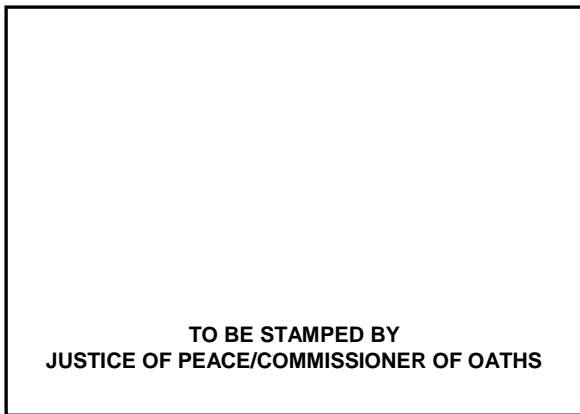
Signed by me at _____ this _____ day _____ 20____

SIGNATURE: NOMINATED PERSON AS
MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on theday of20_____

Justice of Peace/Commissioner of Oaths



Have you had any experience in reconciling cadastre 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 | PHONE NO |
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

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| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
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I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I further undertake by my signature hereof that in the event of the nominated Municipal valuer in terms of **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 fulfil all obligations and requirements of this tender. I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

Signed by me at _____ this _____ day _____ 20_____

SIGNATURE: NOMINATED PERSON AS
SUBSTITUTE MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ on theday of20_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

Have you had any experience in reconciling cadastre 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 | PHONE NO |
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

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If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
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I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at _____ this _____ day _____ 20_____

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 theday of20_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

Have you had any experience in reconciling cadastre 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 | PHONE NO |
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
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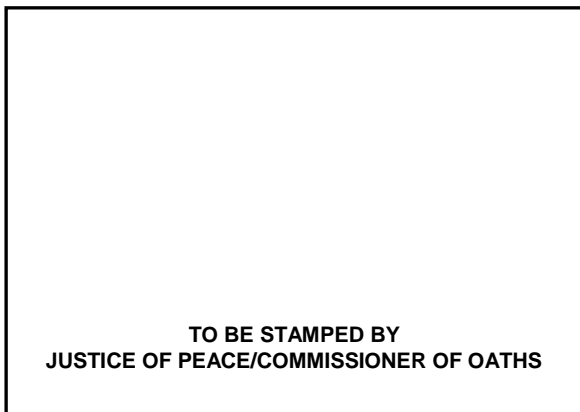
Signed by me at _____ this _____ day _____ 20_____

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 theday of20_____

Justice of Peace/Commissioner of Oaths



Have you had any experience in reconciling cadastre 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 | PHONE NO |
|-----------------------------|-------------------------------|-----------------------|-----------------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
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I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at _____ this _____ day _____ 20_____

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 theday of20_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

Have you had any experience in reconciling cadastre 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 | PHONE NO |
|-----------------------------|-------------------------------|-----------------------|-----------------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|-----------------------------|----------------------------|--------------------------|------------------------|----------------------|--|--|
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I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at _____ this _____ day _____ 20_____

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 theday of20_____

Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS

SCHEDULE 3

DETERMINATION OF FEES

The following schedule of fees will be the basis of the tender

Tenderers 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 | | Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rates of items 1.1 to 1.14 hereunder. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.14 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.14 |
| | | Lump Sum | R | |
| | | Rate per entry incl vat | | |
| 1.1 | Residential | | | |
| 1.2 | Sectional title units - residential | | | |
| 1.3 | Low income housing - residential | | | |
| 1.4 | Industrial | | | |
| 1.5 | Sectional title units - industrial | | | |
| 1.6 | Business and commercial | | | |
| 1.7 | Sectional title units – business and commercial | | | |
| 1.8 | Agricultural | | | |
| 1.9 | Specialised properties, e.g. airports, hospitals, hotels, mining, petrol filling stations, shopping centres, etc. | | | |
| 1.10 | Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc. | | | |
| 1.11 | Vacant Land | | | |
| 1.12 | Township owner interest accounts including unregistered erven comprising the townships | | | |
| 1.13 | Public service infrastructure | | | |
| 1.14 | Any other property type as specified by the municipality | | | |
| 2.1 | Supplementary valuations Monthly option | | Monthly incl vat | Municipality to define in terms of paragraph 14 the functions and data it will provide during the supplementary phase of the tender. |
| | Year 1 | | R | |
| | Year 2 | | R | |

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT INCLUDING VAT | COMMENT |
|----------|---|---|----------------------|---|
| | Year 3 | | R | |
| | Year 4 | | R | |
| 2.2 | Entry option | Rate per entry incl vat | | |
| 3 3.1 | Objections: quasi court attendance and preparation if required by Municipality | Per day incl vat | | |
| 3.2 | Section 51 compliance | | nil | Part of compilation fee |
| 3.3 | Section 53 (3) | Per reason incl vat | | |
| 4.1 | Appeals Board Hearings: Preparation and consultations with professionals appointed by the Municipality for specific appeals | Per hour incl vat | | |
| 4.2 | Attendance at Appeal Board hearing | Per day incl vat | | |
| 5 | Data collection | Fixed fee incl vat | | Tenderer to refer to what is required under paragraph 14 hereof |
| 6 | Public awareness | Fixed fee incl vat | | |
| 7 | Valuations other than for rating purposes | State the basis of fees incl vat | | |
| 8 | Consultations | Hourly rate incl vat | | |
| 9 | Valuation enquiries | Fixed fee incl vat | | |
| 10 | Travelling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by municipality | State the tariff to be applied incl vat | | |
| 11 | Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by municipality | State the tariff to be applied incl vat | | |
| 12 | Additional copies of valuation roll | Per additional copy incl vat | | |

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT INCLUDING VAT | COMMENT |
|------|---|---------------|----------------------|---------|
| 1.10 | Non-market properties, e.g. libraries, places of public worship, correctional facilities, post offices, schools, stadiums, national monuments, etc. | | | |
| 1.11 | Vacant Land | | | |
| 1.12 | Township owner interest accounts including unregistered erven comprising the townships | | | |
| 1.13 | Public service infrastructure | | | |
| 1.14 | Any other property type as specified by the municipality | | | |

| | | | | |
|-----|---|---|------------------|--|
| 2.1 | Supplementary valuations Monthly option | | Monthly incl vat | |
| | Year 1 | | R | Municipality to define in terms of paragraph 14 the functions and data it will provide during the supplementary phase of the tender. |
| | Year 2 | | R | |
| | Year 3 | | R | |
| | Year 4 | | R | |
| | Year 5 | | R | |
| 2.2 | Entry option | Rate per entry incl vat | | |
| 3 | Objections: | | | |
| 3.1 | quasi court attendance and preparation if required by Municipality | Per day incl vat | | |
| 3.2 | Section 51 compliance | | nil | Part of compilation fee |
| 3.3 | Section 53 (3) | Per reason incl vat | | |
| 4.1 | Appeals Board Hearings: Preparation and consultations with professionals appointed by the Municipality for specific appeals | Per hour incl vat | | |
| 4.2 | Attendance at Appeal Board hearing | Per day incl vat | | |
| 5 | Data collection | Fixed fee incl vat | | Tenderer to refer to what is required under paragraph 14 hereof |
| 6 | Public awareness | Fixed fee incl vat | | |
| 7 | Valuations other than for rating purposes | State the basis of fees incl vat | | |
| 8 | Consultations | Hourly rate incl vat | | |
| 9 | Valuation enquiries | Fixed fee incl vat | | |
| 10 | Travelling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by municipality | State the tariff to be applied incl vat | | |

| ITEM | DESCRIPTION | HOW TO TENDER | AMOUNT INCLUDING VAT | COMMENT |
|------|---|---|----------------------|---------|
| 11 | Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by municipality | State the tariff to be applied incl vat | | |
| 12 | Additional copies of valuation roll | Per additional copy incl vat | | |

SCHEDULE 4

DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

SCHEDULE 5

COMPUTER SYSTEM

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. 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.

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

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

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

| NAME OF PERSON | EXPERIENCE | YEARS OF EXPERIENCE | FULL TIME OR PART TIME ON PROJECT | PROFESSIONAL QUALIFICATIONS |
|----------------|------------|---------------------|-----------------------------------|-----------------------------|
| | | | | |
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SCHEDULE 7

PROJECT WORK PLAN

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 Tenderers progress and Municipality shall be entitled to take action against Tenderer if the above time limits and project plan are not adhered to. 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.

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.

SCHEDULE 9**TAX CLEARANCE CERTIFICATE**

Tenderer must attach an original or certified copy of a current Tax Clearance Certificate here:-

SCHEDULE 10

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

Attach an original or certified copy of the manual submitted in terms of the above Act here:-

SCHEDULE 11**PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS**

Attached an original or certified copy of the nominated person's registration with The South African Council for the Property Valuers Profession.

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

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

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

However, 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 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.