



**NEWCASTLE MUNICIPALITY**

**DEVELOPMENT PLANNING AND HUMAN SETTLEMENTS – REAL ESTATE**

**BID NO.: A073-2021/22**

**PREPARATION OF GENERAL VALUATION ROLL, IMPLEMENTATION AND UPDATING /  
SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF 5 YEARS**

**SUBMISSION OF BID DOCUMENT DEADLINE**

**Date: Thursday, 25 August 2022**

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)  
Tower Block Building, 37 Murchison Street, 1<sup>st</sup> Floor  
Newcastle, 2940

<b>Name of Bidder</b>	
<b>CSD Master Registration Number</b>	
<b>Physical Address</b>	
<b>Contact Person(s)</b>	
<b>Phone Number(s)</b>	
<b>E-Mail Address</b>	

Sealed bid document must be deposited in the **Tender Box** provided at the Municipal Civic Centre (Rates hall), 37 Murchison Street, Newcastle by no later than **12h00** on **25 August 2022** where bids will be opened in public. Please be advised that the name, address, and contact details should be written at the back of the envelope.

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# **PART A—ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

## 1. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:**

Description	Yes/No			
	Yes		No	
<b>MBD 1 – Invitation to Bid</b> Is the form duly completed and signed?	Yes		No	
<b>Authority to Sign a Bid</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
<b>MBD 4 Declaration of Interest</b> Is the form duly completed and signed?	Yes		No	
<b>MBD 6.1 Preference Points Claim Form</b> Is the form duly completed and signed?	Yes		No	
<b>Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate or affidavit attached?</b>	Yes		No	
<b>MBD 8 Declaration of Past Supply Chain Practices</b> Is the form duly completed and signed?	Yes		No	
<b>MBD 9 Certificate of Independent Bid Determination</b> Is the form duly completed and signed?	Yes		No	
<b>Certificate of Payment of Municipal Accounts</b> Is a certified copy of the latest (i.e. not older than three months) Municipal Account Statement attached?	Yes		No	
<b>Experience of Bidder</b> Is the form duly completed with relevant experience detailed and signed?	Yes		No	

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



**2. BID NOTICE & INVITATION TO BID**  
**BID NO: A073-2021/22**

**PREPARATION OF GENERAL VALUATION ROLL, IMPLEMENTATION AND UPDATING /  
SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF 5 YEARS  
FOR A PERIOD OF 36 MONTHS**

In terms of section 110 of the municipal finance management act, 2003 (no. 56 of 2003), tenders are hereby invited by Newcastle Municipality for provision of Preparation of General Valuation Roll, Implementation and Updating / Supplementary Valuation Roll for a period of 5 Years.

Bid documents are obtainable from **25 July 2022 until 19 August 2022** at the office of the Strategic Executive Director: Development Planning and Human Settlements – Real Estate Office, Municipal Civic Centre Tower Block – Office B218 2<sup>nd</sup> Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00**. **Alternatively, the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)) or the municipal website @ [www.newcastle.gov.za](http://www.newcastle.gov.za)**

**Banking Details** - Banking Details - The Newcastle Municipality, Nedbank - Account No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference).

**Procurement enquiries:** Mrs D. Marais

**Telephone no.:** 034 328 7769

**Technical enquiries:** Mr Bafana Mseleku

**Telephone no.:** 034 328 7916

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers using their B-BBEE status level of contribution will remain valid for a period of ninety (90) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid No: A073-2021/22- PREPARATION OF GENERAL VALUATION ROLL, IMPLEMENTATION AND UPDATING / SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF 5 YEARS FOR A PERIOD OF 36 MONTHS**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Thursday , 25 August 2022** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

**Minimum Local Content Requirements**

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered.

### **Functional Evaluation**

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference.

Minimum functional requirement score: Service providers that submitted acceptable bids and that score at least **70%** on functionality will qualify for next stage of tender evaluation process which is Price.

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr Z.W. Mcineka  
Acting Municipal Manager  
Newcastle Municipality  
Municipal Civic Centre  
37 Hardwick Street  
Private Bag X6621  
Newcastle  
2940**

**MBD 1: INVITATION TO BID  
PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY</b>					
<b>Bid Number</b>	A073-2021/22	<b>Closing Date</b>	25 August 2022	<b>Closing Time</b>	12h00
<b>Description</b>	PREPARATION OF GENERAL VALUATION ROLL, IMPLEMENTATION AND UPDATING / SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF 5 YEARS FOR A PERIOD OF 36 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY  
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)  
37 MURCHISON STREET  
NEWCASTLE  
2940**

**SUPPLIER INFORMATION**

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

Are you the Accredited Representative in <b>South Africa for the Goods /Services /Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)	Are you a Foreign Based Supplier for <b>the Goods /Services /Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
<b>Signature of Bidder</b>		<b>Date:</b>	

**Capacity under which this bid is signed:**

**ENQUIRIES MAY BE DIRECTED TO:**

<b>Bidding Procedure Enquiries</b>		<b>Technical enquiries</b>
Contact person	Mrs D. Marais	Mr Bafana Mseleku
Telephone number	034 328 7769	034 328 7916
E-mail address	Dalene.marais@newcastle.gov.za	Bafana.mseleku@newcastle.gov.za

**PART B**  
**Terms and Conditions for Bidding**

<b>1. BID SUBMISSION:</b>	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. <b>All bids must be submitted on the official forms provided–(not to be re-typed) or online</b></p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the <b>website <a href="http://www.sars.gov.za">www.sars.gov.za</a></b>.</p> <p>2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.</p>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b></p>	

**NB: Failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



### **3. GENERAL CONDITIONS OF BID**

#### **1. General conditions of Contract**

- 1.1. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions in the SCC shall prevail.

#### **2. Pricing**

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
  - 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
  - 2.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

#### **3. Forward Exchange Rate Cover**

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

#### **4. Submission of Bids**

- 4.1. Sealed bids, with the "**Bid Number and Title**" clearly endorsed on the envelope and must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2. The bid box is in Municipal Civic Offices, 37 Murchison Street, Rates Hall, 1<sup>st</sup> Floor, Newcastle.
- 4.3. All literature must be securely attached to the bid. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

- 4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Newcastle Municipality will not be held responsible for any bid document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink**.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

## 5. Opening, Recording and Publications of Bids Received

- 5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- 5.2. Details of bids received in time will be recorded in a register which is open to public inspection.
- 5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

## 6. Validity Period

Bids shall remain valid for **one hundred and twenty (120) days** after the tender closure date.

## 7. Incorrect Information

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

## 8. Withdrawal of Bid during and After the SCM Process:

- 8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.
- 8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible

for any damages or administrative expenses incurred prior to the award of the bid.

## 9. Invoices

All invoices must be forwarded to the following address:  
Newcastle Municipality  
Private Bag x6621  
Newcastle, 2940

### 9.1. Legal requirements for invoices

9.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

#### 9.1.1.1. Ordinary invoice (not VAT Registered)

- a) The word „**INVOICE** “ in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

#### 9.1.1.2. VAT/Tax invoice (VAT registered)

- a) Word „**TAX INVOICE**“ in a prominent place
- b) Trade, legal name and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

## 10. Payment Terms

- 10.1. It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.
- 10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

## 11. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance.

Failure to address performance issues could result in the entire contract being reviewed or cancelled.

## **12. Central Supplier Database**

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

## **13. Disbursements, Travel and Subsistence**

13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.

13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.

13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

## **14. Joint Venture Agreement or Consortiums**

Tenderers intending to tender in the form of joint venture or consortium must submit the following documentation together with the bid:-

- 1) A valid Tax Compliance Status verification Pins issued by SARS of all parties of the Joint Venture or Consortium, and
- 2) all parties of the Joint Venture or Consortium must submit signed copies of :-
  - a) The Declaration of Interest Form,
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form,
  - c) The Certificate of Independent Bid Determination Form, and
- 3) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

## **15. Samples for Quality Control**

15.1 If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.

15.2 All samples approved will be retained by the Newcastle Municipality as standards for the duration of the contract.

**16. Tax Compliance Pin**

16.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

16.2 Where a Tax Compliance Pin is not submitted with the bid, the municipality shall use the Central Supplier Database to verify the tax matters of the bidder.

#### **4. GENERAL CONDITIONS OF CONTRACT**

##### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 **“Contract”** means the written agreement entered into between the purchaser and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
  - 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 **“Day”** means calendar day.
  - 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
  - 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
  - 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the vendor bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 **“Force majeure”** means an event beyond the control of the vendor and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific vendors, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

### **4. Standards**

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

### **5. Use of contract documents and information inspection**

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

### **6. Patent Rights**

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



## **7. Performance security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the vendor's cost and risk. Should the vendor fail to provide

the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

15.1 The vendor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The vendor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the vendor in writing of any claims arising under this warranty.

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

## **16. Payment**

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

## **17. Prices**

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

## **18. Variation Orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

## **19. Assignment**

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

## **20. Subcontractors**

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

## **21. Delays in the vendor's performance**

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the vendor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the vendor.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, may terminate this contract in whole or in part:
- a. if the vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- b. if the vendor fails to perform any other obligation(s) under the contract; or
  - c. if the vendor, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods/works and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the vendor by prohibiting such vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a vendor or any person associated with the vendor, the vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the vendor fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- i. the name and address of the vendor and / or person restricted by the purchaser;
  - ii. the date of commencement of the restriction
  - iii. the period of restriction; and
  - iv. the reasons for the restriction.

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

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

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

## **26. Termination on insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b. the purchaser shall pay the vendor any monies due the vendor.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the vendor shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the vendor to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise Specified in SCC.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

## **5. SPECIAL CONDITIONS OF CONTRACT**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - a) the offer herein shall remain binding upon me and open for acceptance by the Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;

- b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;
- c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
- d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
- e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address):

.....  
 .....

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work / item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

- 3. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
- 4. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
- 5. Are you duly authorized to sign the bid?\*  YES  NO
- 6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms? \* YES  NO
- Delete whichever is not applicable

8. **CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

9.1 I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORIZED AND ACKNOWLEDGE THAT:

9.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.

9.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-

- a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
- b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

**BIDDER`S NAME:** \_\_\_\_\_

**BIDDER`S REPRESENTATIVE :** \_\_\_\_\_

**SIGNATURE :** \_\_\_\_\_

**DATE :** \_\_\_\_\_

**WITNESSES**

1. **Name :** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date :** \_\_\_\_\_

2. **Name :** \_\_\_\_\_ **Signature :** \_\_\_\_\_

**Date :** \_\_\_\_\_

## **NEWCASTLE MUNICIPALITY**

### **CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT**

#### **RULES IN RESPECT OF BID DOCUMENTS**

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

**All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.**

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form 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 bid.
3. Failure to sign the **MBD 1** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. GUARANTEE  
Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.
6. **No bid will be accepted unless made out on the forms provided.**
7. A signed copy of these conditions and specifications must accompany the bid.

8. Bids received after 12:00 on the closing date of this bid will not be accepted.
9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.
10. Council reserves the right to accept all or a portion only of any tender.
11. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
13. Bids must be submitted in sealed envelopes.
14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
15. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
16. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
17. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
18. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
19. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.
20. **Two envelope system WILL BE APPLICABLE on this project.**
21. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 30 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

## 22. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

## 23. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

## 24. BID DOCUMENTS

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records. The original Schedule of Quantities must be forwarded to the Newcastle Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.
- c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
  - i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
  - ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
  - iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

## 25. DEPOSITS

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.

- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

#### 26. LATE BIDS

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
  - I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
  - II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.
- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

#### 27. COMMUNICATION PROHIBITED

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

#### 28. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid.

Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

#### 29. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods or services outside of this contract if and when the need arises.

### 30. ALTERNATIVES

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

### 31. CONTRACT DURATION

**The contract will be valid for a period of 60 months from the date of appointment.**

### 32. POST AWARD PRODUCT COMPLIANCE PROCEDURES

The following post award product compliance procedure will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
  - Financial Implications & Price Variances
  - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and installation of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

### 33. DEMONSTRATIONS AND INSPECTIONS

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

### 34. PRICE ADJUSTMENT

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids.

(Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the



dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

35. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

**NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID**

- All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 30 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.
- **TAX COMPLIANCE STATUS**  
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER .....

ADDRESS .....

TELEPHONE NUMBER .....

NAME OF THE OFFICIAL .....POSITION.....

SIGNATURE .....DATE.....

**WITNESSES**

**NAME** ..... **NAME** .....

**SIGNATURE** ..... **SIGNATURE** .....

**ID NUMBER** ..... **ID NUMBER** .....

**6. AUTHORITY OF SIGNATORY**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

<b>A COMPANY</b>	<b>B PARTNERSHIP</b>	<b>C JOINT VENTURE</b>	<b>D SOLE PROPRIETOR</b>	<b>E CLOSE CORPORATION</b>

**A. Certificate for Company**

I, ....., chairperson of the board of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20....., Mr/Ms.....acting in the capacity of ....., was authorised to sign all documents in connection with this bid for Bid no **Bid no A073-2021/22** and any contract resulting from it on behalf of the company.

As witnesses:

1. ....Chairman: .....
2. .... Date: .....

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Ms ..... acting in the capacity of ..... to sign all documents in connection with this bid for **Bid no A073-2021/22** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with this bid for **Bid no A073-2021/22** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

**D. Certificate for Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. .... Sole Owner: .....
2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... hereby authorise Mr/Ms ..... acting in the capacity of ....., to sign all to sign all documents in connection with this bid for **Bid no A073-2021/22** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**7. RECORD OF ADDENDA**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

***Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.***

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**8. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

<b>Physical Business Address(es) of the Tenderer</b>	<b>Municipality</b>	<b>Municipal Account Number</b>

**NB:** If insufficient space above, please submit on a separate\_page

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

<b>Reason</b>	<b>Tick</b>	<b>Portfolio of evidence</b>
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF.....20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. ....

2. ....

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

## **9. CENTRAL SUPPLIER DATABASE REGISTRATION**

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:  
<https://secure.csd.gov.za/>

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



**10. MBD 3.3 PRICING SCHEDULE**

Name of Bidder:.....	Bid Number: .....
Closing Time: .....	Closing Date .....

**(Professional Services)**

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

ITEM	DESCRIPTION	BID PRICE IN RSA
CURRENCY		
NO		** (ALL
APPLICABLE TAXES INCLUDED		

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY	RATE
	DAILY RATE		
	-----	R-----	
	-----	R-----	
	-----	R-----	
	-----	R-----	
	-----	R-----	
	-----	R-----	
	-----	R-----	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---------------------------------------	------	----------	--------

----- R.....  
 ----- R.....  
 ----- R.....  
 ----- R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked or correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....		R.....
-----	.....		R.....
-----	.....		R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid .....
- 7. Estimated man-days for completion of project .....
- 8. Are the rates quoted .....\*YES/ NO.
- firm for the full period of contract?
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....
- .....

\*Delete if not applicable

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

## **11. MBD 4: DECLARATION OF INTEREST**

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

<b>3.1</b>	<b>Full Name of bidder/ Representative</b>	
<b>3.2</b>	<b>Identity Number</b>	
<b>3.3</b>	<b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b>	
<b>3.4</b>	<b>Company Registration Number</b>	
<b>3.5</b>	<b>Tax Reference Number</b>	
<b>3.6</b>	<b>Vat Registration Number</b>	

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

<b>3.8</b>	<b>Are you presently in the service of the state*?</b>	Yes	No
<b>3.8.1</b>	If yes, furnish particulars.		
<b>3.9</b>	<b>Have you been in the service of the state for the past twelve months</b>	Yes	No
<b>3.9.1</b>	If yes, furnish particulars.		

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup>"Shareholder"" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**12. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic

empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20 or 90/10**

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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



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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[Tick applicable box]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick applicable box]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

–

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

**13. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the audit alteram partem rule was applied).</b></p> <p><b>The database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p><b>(The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
ITEM	QUESTION	YES	NO

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

**CERTIFICATION**

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

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

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

#### **14. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

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



## **PART B– TERMS OF REFERENCE**



# NEWCASTLE MUNICIPALITY

## BID SPECIFICATION DOCUMENTATION

**BID NUMBER: A073-2021/22**

**GENERAL VALUATION AND PREPARATION OF A VALUATION  
ROLL FOR IMPLEMENTATION 1 JULY 2024 AND  
PREPARATION AND UPDATING OF THE VALUATION ROLL FOR  
THE PERIOD 1 JULY 2024 TO JUNE 2029**

**NAME OF BIDDER: .....**  
.....

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**SECTION A**

**FORM OF BID AND DECLARATION**

COMPILATION AND MAINTENANCE OF THE GENERAL 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) READ TOGETHER WITH LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES AMENDMENT ACT, 2014 (ACT NO. 29 OF 2014) FOR THE FINANCIAL YEAR/S 1 JULY 2024 TO 30 JUNE 2029

**DECLARATION:**

To: The Acting Municipal Manager  
Newcastle Local Municipality

Sir/Madam,

I/We, the undersigned:

Bid to supply and delivery to the Newcastle Local Municipality all the services described both in this and the other forms and schedules to this bid.

Agree that I/we will be bound by the specifications, terms, conditions, and proposals stipulated in the schedules attached to this bid document, regarding delivery and execution.

Further agree to be bound by the conditions, set out in the attached forms hereto, should this bid be accepted.

Confirm that this bid may only be accepted by the Newcastle Local Municipality by way of a duly authorised Letter of Acceptance.

Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto.

Declare that each page of the bid document and amendments thereto will be initialled by the relevant authorised person for the document to constitute a proper contract between the Newcastle Municipality and the undersigned, on acceptance of the bid by the Newcastle Municipality.

Signed at ..... on this ..... day of ..... 2022

.....

Signature of Bidder:

Name .....

**Domicilium address:**

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

**As witnesses:**

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

I.D. No.....

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

I.D. No.....

Where the Bidder is a Company, Corporation or Firm a duly authorised resolution must accompany the bid.

**PLEASE NOTE:**

- (i) Each page of the bid document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the municipality and the Bidder.
- (ii) On acceptance of the bid by the municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- (iii) Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the bid liable to rejection.

**DETAILS OF BIDDER**

1.	FULL NAMES	
2.	IDENTITY NO.	
3.	PROFESSIONAL REGISTRATION NUMBER WITH SOUTH AFRICAN COUNCIL FOR PROPERTY VALUERS' PROFESSION	
4.	POSTAL ADDRESS	
5.	TELEPHONE NO.	
6.	FAX NO.	
7.	E-MAIL ADDRESS	
8.	CONTACT PERSON	
9.	CELL NO. OF CONTACT PERSON	
10.	PHYSICAL ADDRESS	
11.	VAT REGISTRATION NO.	
12.	TAX REFERENCE NO.	

**SECTION B**  
**GENERAL UNDERTAKINGS BY THE BIDDER**

**DEFINITIONS:**

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

**“Bid”** shall include: the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality’s General Conditions of Contract and all other schedules thereto.

**“Bidder(s)”** means the Bidder whose bid has been duly accepted by the Municipality.

**“Commencement Date”** shall mean the first day following the signature date.

**“Data and Information”** includes valuations, calculations, spread sheets, 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 bid.

**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 Bidder including that of the data capturers, will be transferred by the Bidder 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 compatible with the information technology systems used by Municipality.

**“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 person(s).

**“Date of Valuation”** shall mean the Date of Valuation as determined by municipality in terms of the Act.

**“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 bid.

**“Good Standing”** means that the Bidder 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 Bidder and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise.

**“Letter of Acceptance”** means the written communication by the municipality to the Bidder recording the acceptance by the municipality of the Bidder(s) bid subject to any further terms and conditions to be included in the bid by agreement between the Bidder and the municipality.

**“Municipality”** shall mean the Newcastle Local Municipality.

**“Municipal Valuer”** means a valuer as defined in terms of section 39 (1) of the Act.

**“Nominated Person”** means a valuer nominated by the Bidder who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act.

**“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. Bidder will be required to record changes and maintain the property master file on an on-going 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, Bidder will create the individual entries of all erven comprising that township in the master file. Bidder 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.

**As per full Example:** Erven X & Y were consolidated to form Erf Z. With a cross reference Erf Z, erven X + Y must be indicated as unregistered. Under Erf Z it will be cross-referenced to indicate consolidation of Erf X & Y.



**“Section”** means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) 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.

**“Specialised Properties”** Specialised Properties are all properties other than residential dwellings, agricultural farming units, and typical income producing properties and include inter alia the following type of properties:

- Regional Shopping Centres
- Hotels
- Conference Centres
- Quarries
- Mines
- Grain Depots
- Private Hospitals
- Provincial and/or State buildings such as Civic Centres, Prisons etc.
- Airports and Stations
- Steel Manufacturer
- Cement Factory

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.

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.

**“Validity Period”** shall be ninety (90) days from the closing date of this tender.

#### **INTERPRETATION:**

- In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention.
- An expression, which denotes: Any gender includes the other genders.
- A natural person includes a juristic person and vice versa.
- 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 bid,

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 bid documents (and which shall be taken as part of and incorporated into, this bid); and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree further that:

the bid 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 bid; this bid 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 bid within the period for which I/we have agreed that the bid 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 bid 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 bid or, if fresh bidders have to be invited, the additional expenditure incurred by the invitation of fresh bidders and by the subsequent acceptance of any less favourable bid. 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 bid 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 bid 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 bid 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 bid.

I/We have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid 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, but in situation wherein the price(s) and rate(s) mistake will affect the scope and the delivery of the quality work, the Municipality will be informed and I/we will abide by the decision that will be taken by the Municipality.

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.

**SECTION C**  
**GENERAL BID CONDITIONS**

1. All Bidder(s) are hereby advised that in the event that the bid is accepted by the municipality all conditions and stipulations set out in this bid and in all forms, schedules and/or annexures hereto, will be the contract between the Bidder and the municipality.
2. Bidder(s) are required to acquaint themselves and to comply in their bid with the following policy documents of the municipality:
  - 2.1 PROCUREMENT POLICY
  - 2.2 MUNICIPAL PROPERTY RATES BY-LAWS
  - 2.3 MUNICIPAL PROPERTY RATES POLICY
3. Bid documents are only in English.
4. Failure on the part of the Bidder to sign this bid 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 bid.
5. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
6. Bid prices must be completed in terms of "pricing schedule" of the bid document.
7. Bids must be submitted in sealed envelopes.
8. The bid number and closing date must appear on the front of the sealed envelope in which the bid is submitted.
9. All Bidders(s) are advised that it is an express condition of bid that all Bidders(s) and nominated person(s) will be required to show, as part of their bid, that they are in good standing with the Receiver of Revenue.

The Bidder and nominated person(s) (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.
10. In the event of the Bidder and/or nominated person not being in good standing and that the Bidder and/or nominated person is indebted to the municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the Bidder, the Bidder hereby consents to the municipality deducting from the amount of the bid awarded such amounts as may be lawfully owing to the municipality.
11. The municipality shall not be obliged to accept the lowest or any bid. Bidders(s) will be fully evaluated in terms of their experience, human resources, and methodology. In this regard Bidders(s) will have to obtain a minimum rating of 70% before the bid is considered by the relevant bid committee.

It is important that only Bidders(s) with the necessary experience, qualifications, and technical ability to carry out the requirements of this bid submit bids in regard hereto. Municipality will consider all prices and submissions made by the Bidders(s). Should the

municipality during its consideration of the bids require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the municipality requesting all Bidders(s) to submit such a request or revision of the Bid Proposal.

12. The Bidder 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 Bidders(s) 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 bid due to the failure of the Bidder complying with any of the requirements of this bid.

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

15. All data supplied by the municipality will be received by the Bidder at his risk. It will be the responsibility of the Bidder 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. Bidder shall further ensure that notwithstanding the source of any data obtained or supplied to Bidder, such data is accurate and correct to enable accurate valuations to be compiled.

**SECTION D**  
**BIDDER SPECIFICATION**

COMPILATION AND MAINTENANCE OF THE GENERAL 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) READ TOGETHER WITH LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES AMENDMENT ACT, 2014 (ACT NO. 29 OF 2014) FOR THE FINANCIAL YEAR/S 1 JULY 2024 TO 30 JUNE 2029

**1. INTRODUCTION**

The Newcastle Local Municipality is calling for bidders from experienced and suitably qualified Properties Professional Valuers for the compilation of a general valuation roll and Supplementary valuation rolls in terms of the Acts, for amongst others the following areas within its areas of jurisdictions:

- 1.1 Osizweni Township and all its extensions
- 1.2 Madadeni Township and all its extensions
- 1.3 Newcastle Central and its extensions
- 1.4 Newcastle CBD
- 1.5 Newcastle industrial areas
- 1.6 Farms and small holdings

a) That all villages falling under the jurisdiction of Newcastle local municipality be excluded from the general valuation roll

b) The valuer must ensure that all properties are having postal addresses

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

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

Bidder(s) will be required to prepare a project plan and adhere to the time schedules.

Municipality will provide the Bidder with certain data where it is available. Any further data or information required fulfilling the requirements of the Act and the specific requirements of the Municipality shall be for the sole account and responsibility of the Bidder.

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

The Municipality requires the appointment of a Municipal Valuer

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

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

The Bidder 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 Bidder(s) nominated person/s in terms of Schedules 1 and 2 hereof by reference to:

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

The Bidder(s) 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 Bidder, municipality reserves the right to cancel this agreement and hold the Bidder 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 bid.

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of **Section J and K** bind themselves jointly and severally with Bidder to fulfil all terms and conditions of this Bid 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

Bids are invited from experienced and suitably qualified Bidder(s) to compile and maintain valuation roll/s and supplementary valuation rolls the supply of other valuation related services as well.

Bidder(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period:

1 July 2024 to 30 June 2029

In addition to compiling the said valuation rolls, Bidder's nominated person/s will be required to assist municipality and undertake the following functions and/or services:

- 1) The preparation and/or review 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.
- 4) Determine market value of Council land.
- 5) Valuation of different categories of properties in terms of Section 8(2).
- 6) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so, required by municipality.
- 7) Exemptions, reductions, or rebates in terms of Section 15 and the reviews thereof, if required by municipality.
- 8) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- 9) Compliance with the provisions of Section 30.
- 10) Compile the valuation rolls as at date of valuation in terms of Section 31.
- 11) Comply fully with Section 34 – Functions of Municipal Valuer.
- 12) Section 36 – Data Collectors. Assume responsibility for their performance.
- 13) Comply with Section 37 – Delegation where applicable and if necessary.
- (14) Comply with Section 39 – Qualifications of Municipal Valuers.
- (15) Comply with Section 40 – Prescribed Declarations.
- (16) Comply with Section 41 – Inspection of property within defined days and times.
- (17) Comply with Section 42 – Access to Information.
- (18) Comply with Section 43 – Conduct of Valuers.
- (19) Comply with Section 44 – Protection of Information.
- (20) Comply with Section 45 – Valuation methodology and Section 13 hereof.
- (21) Comply with Section 46 – General basis of valuation.
- (22) Comply with Section 47 – Sectional Title Schemes.
- (23) Comply with Section 48 – Content of valuation roll including any additional information that the municipality may require in terms of this tender.
- (24) Comply with Section 51 – Processing of objections, if so, required by municipality.
- (25) Comply with Section 52(1) (3) – Compulsory review.



- (26) Comply with Section 53 – Notification.
- (27) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (28) 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.
- (29) Comply with Section 81 & 82 of the Act. Tenderer(s)/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.
- (30) An electronic copy of the Valuation Roll which can be imported to the Municipal Financial System layout field format without errors must also be submitted within the timelines to enable billing compliance dates.
- (31) The Valuation Roll must also have recorded in it the postal addresses of property owners to ensure accurate billing addresses.
- (32) The Valuer must together with submission of the certified Valuation Roll submit a letter disclosing the criteria followed to arrive at the value of each listing.

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

Bidder 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 Bidder as part of his/her 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, Bidder 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.

Bidder 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.

Bidder 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

## **5. CONFIDENTIALITY**

In the process of collecting data and information in terms of section 42 of the Act, Bidder will have access to sensitive and confidential information. All data accessed, obtained, or collected by Bidder and/or data collectors must at all times be kept confidential and not be disclosed. Bidder 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 Bidder or the Bidder's business, any employee, sub-contractor or any agent of the Bidder or any other person, body or organization receiving the information or data through the Bidder, or any of their employees or agents.

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

## **6. PENALTIES AND DEFAULTS**

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

In the event of Bidder not conforming to the standards required by the municipality as contained in the bid document, Bidder shall be given fourteen (14) 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 by monitoring of performance milestones.
- Non-compliance with the Act and related legislation/policies of the Municipality, regulations and any other conditions referred to in this bid.
- 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 the other events, the municipality will give Bidder fourteen (14) days' notice to remedy such default, failing which the municipality shall cancel this bid without further notice or advice.

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 Bidder 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 Bidder. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Bidder. The nominated person and/or Bidder 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 Bidder and nominated person.

Should the municipality suffer any losses as a result of the default of Bidder 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 Bidder and/or the nominated person/s.

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

1. Delay in complying with stage 1 of the tender, R 150, 00 per day until completion.
2. Delay in complying with stage 2 of the tender, R 150, 00 per day until completion.
3. Delay in complying with stage 3 of the tender, R 150, 00 per day until completion.
4. Delay in complying with stage 4 of the tender, R 150, 00 per day until completion.
5. Delay in complying with stage 5 of the tender, R 150, 00 per day until completion.
6. Delay in complying with stage 6 of the tender, R 150, 00 per day until completion.
7. Delay in complying with stage 7 of the tender, R150, 00 per day until completion.

Should it be apparent to the municipality that after Bidder has been advised in writing by municipality that Bidder is in default in complying with the deadlines of either stage 1 or 2 and that Bidder 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 Bidder.

In such event, Bidder will supply municipality with all data collected in his possession and municipality reserves the right to offset any payment due to Bidder against the cost of appointing another person to fulfil the requirements of this bid. If the cause of delay is due to the municipality not supplying the Bidder 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. RETENTION**

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

## **8. INSURANCE**

Bidder shall attach proof hereof relating to Professional Indemnity Insurance relating to the nominated person/s.

## **9. VALUATION SUMMARY**

The bid 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.

Bidder(s) shall base their bid 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 bid 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 **Part B** of pricing schedule 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. Bidder 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.

The current valuation rolls and Municipal Land Audit must also be used as a guideline for estimated number of entries.

## **10. SUPPLEMENTARY VALUATIONS:**

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

**1 July 2024 to 30 June 2029**

Supplementary valuation rolls will be compiled on an ongoing annual basis as they occur and supplied to the Municipality as soon as is reasonable possible.

Bidder will supply the Municipality with a monthly schedule of all Supplementary valuations compiled and ensure that the Property Master File is updated continuously because of such changes.

Bidder will be obliged to maintain and reconcile Supplementary valuations made with not less than once per month.

Municipality will require that Bidder maintains a Register of all Supplementary valuations in the course of being compiled by Bidder 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 pricing schedule hereof.

Bidder 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**

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

The cost of complying with the objection process is reflected in pricing schedule.

## **12. APPEALS**

The Bidder must attend all sittings of the valuation appeal board hearings in compliance with section 34(f) of the Act.

The costs of attending to the hearings are reflected in pricing schedule.

## **13. DATA COLLECTION AND DATA COLLECTION SYSTEMS**

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

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

The Municipality may approach 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 to assist with the verification of data if it is of acceptable standard.

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 standards, the municipality will give Bidder 30 day's written notice setting out their findings and request Bidder to rectify such default, failing which municipality shall be entitled to cancel this bid without further notice.

Bidder 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 Bidder. All data collected by Bidder, in no matter what 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 Bidder 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 Bidder shall have no lien thereon.

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

In all cases the following data will be applicable:

Extent of erf

Date of purchase (where available)

Purchase price (where available)

Multiple uses (if applicable)

Name of owner (including part owners)

Street address (where available)

Zoning and use

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

### **13.1 RESIDENTIAL ERVEN AND BUILDINGS**

Age

Adverse features i.e., next to informal settlement, busy road, etc.

Condition and rating

Number of storeys

Quality

Size of dwelling/s, outbuildings, and other structures on the property

Special features i.e., swimming pool, walling

Topography/slope

View

### **13.2 SECTIONAL TITLE RESIDENTIAL SCHEMES**

Age

Adverse features

Condition of section

Condition of scheme

Developable Land reserved for future extension to scheme

Erf no (cross referred)

Exclusive use area

Floor level

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

### **13.3 INCOME PRODUCING PROPERTIES**

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

### **13.4 SPECIALISED PROPERTIES**

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

### **13.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES**

Analysis of land use e.g., Irrigation, dry land, grazing, homestead land etc  
Description of all buildings including use, condition, and functionality  
Schedule of estimated building sizes  
Investigation of land claims, land tenure etc

### **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**

Adverse features  
Positive features

Topography/slope

Soil conditions

Services

View

### **13.8 MINING LAND**

All data relating to the freehold including inter alia offices, hostels, dwellings etc.

Buildings must be measured and fully described.

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

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

### **13.9 REGISTERED LEASES**

Salient features of the lease.

### **13.10 PUBLIC INFRASTRUCTURE**

All relevant data including description, size and use of buildings

All equipment and/or machinery relating to Public Infrastructure must be excluded from the valuation process.

### **13.11 GENERAL**

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

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 during the duration of this bid.

Sales are to be recorded and distinguished between vacant and improved 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 use zones are to be reflected. This includes illegal uses.



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

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

Bidder(s) must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 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 BIDDER**

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

1. Current Valuation Roll (where no valuation roll exists municipality to specify);
2. Copies of all Supplementary Valuation Rolls.
3. 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 Bidder to obtain at their cost (Indicate with a tick what is applicable)

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>BIDDER TO PROVIDE / OBTAIN</b>
1	Aerial photographs/satellite imagery	-	Aerials must be sourced by the bidder and for his account, bidder may make use of most updated aerial photography of NGI – Mapping SA, or such other source of most recent credible aerial photography
2	Building plans, where available	√	
3	Bulk deeds download at commencement date	-	Bidder must provide and use the latest use information from deeds office.
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, rezoning, 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  SDF  IDP	√	
13	Geographic information system data as is available	√	
14	Monthly clearance certificates	√	
15	Monthly Deeds downloads	√	
16	Municipal Property Rates Bylaws, and Municipal Property Rates Policy	√	

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>BIDDER TO PROVIDE / OBTAIN</b>
17	Occupation Certificates where available	√	
18	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	√	
19	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e., land subject to undermining etc.	√	
20	Land Use Scheme, 2009	√	

21	With each approved subdivision, consolidation and/or Township proclamation or opening of a Township Register. - Copy of Proclamation	√	
	Notice - Amendment scheme - Services agreement		
23	Current Municipal Valuation Roll and Supplementary valuation rolls	√	

**SECTION E**  
**INSTRUCTIONS FOR COMPLETION OF AN ENVELOPE FOR QUOTATION**

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

**EXAMPLE FORMAT**

**FRONT SIDE OF ENVELOPE**

<b>Bid Number:</b>	<b>A073-2021/22</b>
<b>Description:</b>	GENERAL VALUATION AND PREPARATION OF THE VALUATION ROLL FOR IMPLEMENTATION 01 July 2024 AND PREPARATION AND UPDATING OF VALUATION ROLLS FOR THE PERIOD 1 July 2024 to 30 June 2029
<b>Closing date:</b>	<b>25 August 2022</b>
<b>Closing time:</b>	12:00 Noon

**REVERSE SIDE OF ENVELOPE**

**Name and address of bidder:** \_\_\_\_\_  
PO Box \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION F  
INSTRUCTIONS FOR DELIVERY OF BID**

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

<b>NEWCASTLE MUNICIPALITY</b> <b>Municipal Civic Centre Offices (Rates Hall)</b> <b>37 Murchison Street, 1st Floor</b> <b>Newcastle, 2940</b>	<b>THE BID BOX IS AVAILABLE ON THE</b> <b>FOLLOWING DAYS AND TIMES :</b> <b>MONDAY TO FRIDAY :8:00am – 16:00pm</b> <b>and up to 12H00 on the closing date.</b>
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**SECTION G**  
**COMPULSORY BRIEFING SESSION**

1. There will be a compulsory briefing session to inform potential bidders of the scope of work and related matters like time frames which need to be met.
  
2. The details of the briefing session are as following:  
  
DATE : 05 August 2020  
TIME : 12h00  
VENUE : Newcastle Town Hall, Scott Street, Newcastle
  
3. Bidders who are not aware of how to get to the venue or where the briefing session will be held must contact Mr B Mseleku on 034 328 7916 for directions.
  
4. Bidders are to ensure that the briefing session certificate contained in the bid document is signed at the meeting. Failure to do so will invalidate the bid.

**SECTION H**

**COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE**

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

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

.....  
**NAME OF DECLARANT**

.....  
**NAME OF BIDDER**

.....  
**SIGNATURE OF DECLARANT**

.....  
**DATE**

.....  
**NAME OF MUNICIPAL OFFICIAL**

.....  
**SIGNATURE OF MUNICIPAL OFFICIAL**

.....  
**DATE**



**MUNICIPAL OFFICIAL STAMP**

## SECTION I

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

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

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



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

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

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

<b>SECTION REFERENCE</b>	<b>COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS</b>	<b>CRITERIA TO BE VERIFIED</b>
SECTION N	Pricing Schedule (Table 1) and Project Work Programme (Table 2)	Table 1 and Table 2 submitted and completed fully with pricing, milestones (time frames) and deliverables aligned to the bid project work programme.
SECTION O	<p>Certification and declaration that the Bidder has -</p> <p>(1) an authorised and licenced, functional, and operational “valuation roll management system” (VRMS) in terms of the bid specifications and</p> <p>(2) VRMS Functional Specification document</p> <p>(3) Demonstrated and proven functionality and operation of the VRMS</p> <p>(4) Necessary computer hardware, software and technology systems to perform and deliver the bid scope of work; subject to presentation and demonstration on request by the municipality.</p>	<p>(1) Certification and declaration in terms of section “O” submitted in the bid with necessary authority and licence to use the “valuation roll management system” for this bid and its duration.</p> <p>(2) VRMS Functional Specification document</p> <p>(3) As required by the municipality, demonstrated and proven functionality and operation of the Valuation Roll Management System (VRMS) in terms of the Bid Specification.</p> <p>(4) Necessary computer hardware, software and information technology systems demonstrated.</p>
SECTION P	Declaration of interest	Conflict of interest.
SECTION Q	Original tax clearance certificate stamped and dated by SARS.	Valid/current original tax Clearance Certificate submitted

<b>SECTION REFERENCE</b>	<b>COMPULSORY HUMAN RESOURCES, SYSTEMS, DATA AND DOCUMENTS</b>	<b>CRITERIA TO BE VERIFIED</b>
SECTION R	Declaration with regard to equity submitting a B-BBEE certificate. The B-BBEE certificate must be an original or a certified copy of the original SANAS approved certificate	To verify submitted documents.  If not submitted no points to be scored -  Optional
SECTION S	Declaration of Bidder's past supply chain management practices.	Compliant with supply chain management practices by reference.
SECTION T	Correctness of information supplied.	Correctness of information supplied.
SECTION U	Contact details of Bidder	Contact details of Bidder.



**Professional registration No.** .....

**Years of experience in  
municipal valuation** .....

**3. WORK EXPERIENCE: MUNICIPAL MASS VALUATIONS**

(1) List previous experience.

**Name of municipality** .....

**Period of valuation roll** .....

**No. of properties in roll** .....

**Reference** .....

**Contact number** .....

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

**Name of municipality** .....

**Description of property** .....

**Type of property** .....

**Method of valuation** .....

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

**YES / NO**

If "YES", state particulars

**Name of municipality** .....

**Period of valuation roll** .....

**Reference** .....

**Contact number** .....

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

**YES / NO**

If "YES", state particulars

**Name of municipality**

**Period of valuation roll**

**Reference**

**Contact number**

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

**YES / NO**

If "YES", state particulars

**Name of municipality**

**Period of valuation roll**

**Number of appeals upheld**

**Number of appeals dismissed**

#### 4. PREVIOUS DISQUALIFICATION

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

**YES / NO**

If "YES", state particulars

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



**YES / NO**

If "YES", state particulars

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**5. DECLARATION**

(1) I hereby make oath and say that:

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

(2) I do further declare that I have read all the Bid documents including the Tender Specification Document, the Bid Quotation Document, and the Draft Agreement and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
**NAME MUNICIPAL VALUER**

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**SIGNATURE MUNICIPAL VALUER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**WITNESSES 1**

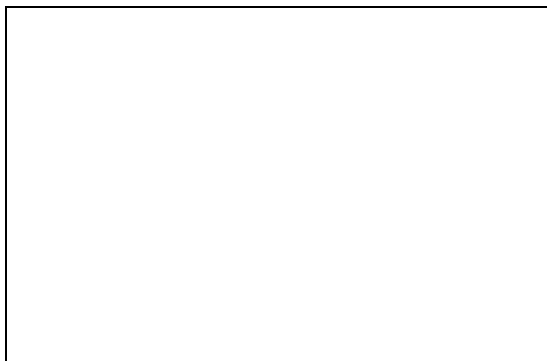
\_\_\_\_\_  
**WITNESSES 2**

***JUSTICE OF PEACE OR COMMISSIONER OF OATHS***

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

\_\_\_\_\_  
*JUSTICE OF PEACE OR COMMISSIONER OF OATHS*

**TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS**



**OFFICIAL STAMP**

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

**1. INSTRUCTIONS**

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

Name	Municipality / Designation	Contact number

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

**2. PERSONAL DETAILS**

**Full names** .....

**I.D. number** .....

**Professional qualifications** .....

**Professional registration No.** .....

**Years of experience in  
municipal valuation** .....

**3. WORK EXPERIENCE: MUNICIPAL MASS VALUATIONS**

(1) List previous experience.

**Name of municipality**

**Period of valuation roll**

**No. of properties in roll**

**Reference**

**Contact number**

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

**Name of municipality**

**Description of property**

**Type of property**

**Method of valuation**

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

**YES / NO**

If "YES", state particulars

**Name of municipality**

**Period of valuation roll**

**Reference**

**Contact number**

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

**YES / NO**

If "YES", state particulars

**Name of municipality**

**Period of valuation roll**

**Reference**

**Contact number**

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

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

**YES / NO**

If "YES", state particulars

**Name of municipality**

**Period of valuation roll**

**Number of appeals upheld**

**Number of appeals dismissed**

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

**4. PREVIOUS DISQUALIFICATION**

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

**YES / NO**

If "YES", state particulars

.....  
.....

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

**YES / NO**

If "YES", state particulars

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## **5. DECLARATION**

(1) I hereby make oath and say that:

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

(2) I do further declare that I have read all the Bid documents including the Tender Specification Document, the Bid Quotation Document, and the Draft Agreement and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
**NAME ASSISTANT MUNICIPAL  
VALUER**

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**SIGNATURE ASSISTANT  
MUNICIPAL VALUER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**WITNESSES 1**

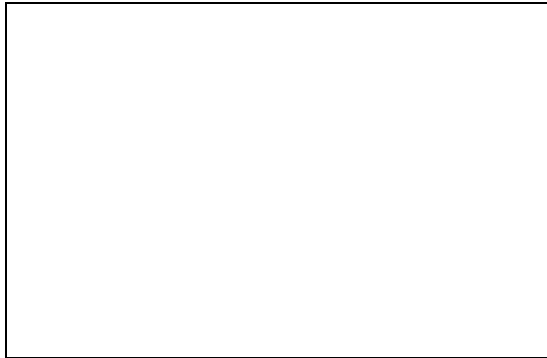
\_\_\_\_\_  
**WITNESSES 2**

***JUSTICE OF PEACE OR COMMISSIONER OF OATHS***

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

\_\_\_\_\_  
*JUSTICE OF PEACE OR COMMISSIONER OF OATHS*

**TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS**



**OFFICIAL STAMP**

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

**1. INSTRUCTIONS**

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

<b>Name</b>	<b>Municipality / Designation</b>	<b>Contact number</b>

**2. PERSONAL DETAILS**

**Full names**

**I.D. number**

**Professional qualifications**

**Professional registration No.**

**Years of experience in  
GIS**

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**3. WORK EXPERIENCE:**

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#### **4. DECLARATION**

(1) I hereby make oath and say that:

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

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

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

(2) I do further declare that I have read all the Bid documents including the Tender Specification Document, the Bid Quotation Document, and the Draft Agreement and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NAME GIS AND DATA MANAGER

NAME OF BIDDER

SIGNATURE GIS AND DATA  
MANAGER

DATE

WITNESSES 1

WITNESSES 2

**JUSTICE OF PEACE OR COMMISSIONER OF OATHS**

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

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

**TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS**



**OFFICIAL STAMP**

**SECTION M  
AFFIDAVIT, NOMINATION AND DECLARATION OF PROJECT MANAGER**

**1. INSTRUCTIONS**

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

Name	Municipality / Designation	Contact number

**2. PERSONAL DETAILS**

**Full names**

**I.D. number**

**Professional qualifications**

**Professional registration No.**

**Years of experience in  
project management**

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**3. WORK EXPERIENCE:**

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#### 4. DECLARATION

(1) I hereby make oath and say that:

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

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

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

(2) I do further declare that I have read all the Bid documents including the Tender Specification Document, the Bid Quotation Document, and the Draft Agreement and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**NAME PROJECT MANAGER**

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**SIGNATURE PROJECT  
MANAGER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**WITNESSES 1**

\_\_\_\_\_  
**WITNESSES 2**

***JUSTICE OF PEACE OR COMMISSIONER OF OATHS***

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

\_\_\_\_\_  
**TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS**



**OFFICIAL STAMP**

## SECTION N PRICING SCHEDULE AND PROJECT WORK PROGRAMME

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

**TABLE 1: PRICING SCHEDULE PER ITEM AND QUANTITY**

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

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



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

<b>PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID</b>					
6	Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)		"No." below to be provided and inserted by Local Municipality	Bid Rate incl VAT	Bid Amount (R) incl VAT
	<b>Farms/Agricultural/Rural Communal/PSI/Vacant Land (6.1 to 6.7)</b>				
6.1	Agricultural property [COP s8 MPRA]	No.	<b>1004</b>		
6.2	Rural communal property	No.	<b>664</b>		
6.3	Public Service Infrastructure Properties (PSI) – Grouped [COP s8 MPRA]	No.	<b>733</b>		
6.4	Vacant Land	No.	<b>5447</b>		
6.5	State Trust Land (STL)	No.	<b>4</b>		
6.6	Government Owned property – listed under Farms	No.	<b>0</b>		
6.7	Collection of Postal Addresses (Farm/Agricultural/PSI/Rural communal residential) schedule from municipality	No.	<b>700</b>		
<b>Sub-Total (6.1 to 6.7)</b>			<b>NA</b>		

<b>PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID</b>					
<b>6</b>	<b>Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)</b>		<b>"No." below to be provided and inserted by Local Municipality</b>	<b>Bid Rate incl VAT</b>	<b>Bid Amount (R) incl VAT</b>
	<b>Residential (6.8 to 6.15)</b>				
6.8	Residential Property [COP s8 MPRA]	No.	<b>45333</b>		
6.9	Sectional Title Residential (number of units)	No.	<b>2589</b>		
6.10	Low Income Housing	No.	<b>0</b>		
6.11	Vacant Residential Land	No.	<b>5014</b>		
6.12	Communal property	No.	<b>8</b>		
6.13	Registered rights to extend (sectional title)	No.	<b>0</b>		
6.14	Registered exclusive use areas (sectional title)	No.	<b>0</b>		
6.15	Collection of Postal Addresses residential	No.	<b>0</b>		
	<b>Sub-Total (6.8 to 6.15)</b>		<b>NA</b>		
	<b>Non-Residential (6.16 to 6.21)</b>				
6.16	Business & Commercial Property [COP s8 MPRA]	No.	<b>971</b>		
6.17	Industrial Property [COP s8 MPRA]	No.	<b>303</b>		
6.18	Sectional Title – Business	No.	<b>115</b>		
6.19	Vacant Commercial / Industrial	No.	<b>194</b>		
6.20	Municipal owned property	No.	<b>1672</b>		
6.21	Collection of Postal Addresses (Non residential)	No.	<b>0</b>		
	<b>Sub-Total (6.16 to 6.21)</b>		<b>NA</b>		
	<b>Specialized Properties (6.22 to 6.61)</b>				
6.22	Abattoirs	No.	<b>1</b>		
6.23	Airports/airfields	No.	<b>1</b>		
6.24	Casinos	No.	<b>1</b>		
6.25	Civic Centre/ Community Halls	No.	<b>8</b>		
6.26	Clinics	No.	<b>24</b>		
6.27	Creches	No.	<b>26</b>		

<b>PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID</b>					
<b>6</b>	<b>Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)</b>		<b>"No." below to be provided and inserted by Local Municipality</b>	<b>Bid Rate incl VAT</b>	<b>Bid Amount (R) incl VAT</b>
6.28	Golf Courses and Golf estates	No.	<b>3</b>		
6.29	Grain Co-ops	No.	<b>0</b>		
6.30	Grain Depots	No.	<b>0</b>		
6.31	Heavy Manufacturing/Engineering	No.	<b>1</b>		
6.32a	Hospitals (COP Public Service Purpose – used by organ of state)	No.	<b>2</b>		
6.32b	Hospitals (Private)		<b>1</b>		
6.33	Hotel, Resort & Conference Centre	No.	<b>11</b>		
6.34	Courts of Law (COP Public Service Purpose – used by organ of state)	No.	<b>3</b>		
6.35	Libraries	No.	<b>6</b>		
6.36	Military Bases	No.	<b>0</b>		
6.37	Mining Property [COP s8 MPRA]	No.	<b>0</b>		
6.37.1	National and provincial libraries and archives (COP Public Service Purpose – used by organ of state)	No.	<b>0</b>		
6.38	Old Age / Retirement Homes	No.	<b>5</b>		
6.39	Petrol Filling Stations	No.	<b>23</b>		
6.40	Places of Worship	No.	<b>263</b>		
6.41	Police Stations (COP Public Service Purpose – used by organ of state)	No.	<b>6</b>		
6.42	Post Offices	No.	<b>8</b>		
6.43	Power Stations & Substations	No.	<b>0</b>		
6.44	Correctional facilities / Prison (COP Public Service Purpose: used by organ of state)	No.	<b>11</b>		
6.45	Quarry	No.	<b>0</b>		
6.46	Racetrack	No.	<b>0</b>		
6.47a	School (COP Public Service Purpose – used by organ of state)	No.	<b>117</b>		
6.47b	School (Private)		<b>9</b>		
6.48	Shopping Centre	No.	<b>28</b>		

<b>PART B: SCHEDULE OF PROPERTY PER ENTRY RATES: GENERAL VALUATION BID</b>					
<b>6</b>	<b>Category of Property (COP) / Property Use (PU) descriptions for valuation rolls (Read with applicable specifications - Annexure "A" and "D" of the Bid documents)</b>		<b>"No." below to be provided and inserted by Local Municipality</b>	<b>Bid Rate incl VAT</b>	<b>Bid Amount (R) incl VAT</b>
6.49	Sports Facilities including Stadiums	No.	<b>7</b>		
6.50	Specialised Non-Market Properties	No.	<b>263</b>		
6.51	Vacant Other Land	No.	<b>0</b>		
6.52	Land Tenure Right (Section 1 of Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1991)	No.	<b>0</b>		
6.53	Protected areas	No.	<b>12</b>		
6.54	Properties used for Eco Tourism	No.	<b>0</b>		
6.55	Properties on which National Monuments are Proclaimed	No.	<b>2</b>		
6.56	Boarding House	No.	<b>0</b>		
6.57	Registered rights to extend (sectional title)	No.	<b>0</b>		
6.58	Registered exclusive use areas (sectional title)	No.	<b>0</b>		
6.59	Public Benefit Organisation Property [COP s8 MPRA]	No.	<b>10</b>		
6.60	Special Purposes property	No.	<b>11</b>		
6.61	Collection of Postal Addresses (Special)	No.	<b>0</b>		
	<b>Sub-Total (6.22 to 6.61)</b>		<b>NA</b>		
	<b>Other property not specified above (6.62 to 6.72) – municipality to specify as required</b>				
6.62		No.	<b>0</b>		
6.63		No.	<b>0</b>		
6.64		No.	<b>0</b>		
6.65		No.	<b>0</b>		
6.66		No.	<b>0</b>		
6.67		No.	<b>0</b>		
6.68		No.	<b>0</b>		
6.69		No.	<b>0</b>		
6.70		No.	<b>0</b>		

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

PART C: VALUATION ROLL MAINTENANCE BID					
Item	Description	Unit	Quantity	Comment	Bid Amount (R) (incl VAT)
7	<b>Updating of valuation rolls:</b> Perform the functions of the municipal valuer, preparation of supplementary valuations and preparation of an annual supplementary valuation roll in terms of the MPRA and Bid specifications with the Annexure "H" report. (table 1 cross ref item 7)				
7.1	<b>Updating of valuations rolls:</b> Perform the functions of municipal valuer, conduct supplementary valuations, prepare an annual supplementary valuation roll with associated activities, including the section 78 and 49 administrative support and notifications and provide data and information extracts from the VRMS as required by the municipality. (Includes full review and objections processing) <b>(First Financial Year after GV effective date)</b>	Annual fee (Year 1)	1		
7.1.1	<b>Updating of Valuation Roll GIS Cadastral layer:</b> In ESRI shape file format in terms of the bid specifications, to ensure that the valuation roll (property register) and the GIS valuation roll layer are synchronised. To deliver annually with each Supplementary Roll. <b>(First Financial Year after GV effective date)</b>	Annual fee (Year 1)	1		
7.1.2	<b>Supplementary Valuation Roll report:</b> Includes body of evidence to confirm MPRA compliance and full review, objection and appeals processing one roll per annum <b>(First Financial Year after GV effective date). Annexure H</b>	Report Annual fee (Year 1)	1		

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

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

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



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

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

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

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

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

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

\_\_\_\_\_  
**NAME OF DECLARANT**

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**SIGNATURE OF DECLARANT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**WITNESSES 1**

\_\_\_\_\_  
**WITNESSES 2**

**JUSTICE OF PEACE OR COMMISSIONER OF OATHS**

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

*at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_*

**TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS**



**OFFICIAL STAMP**

**SECTION P**  
**CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

Signed by me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**SIGNATURE**

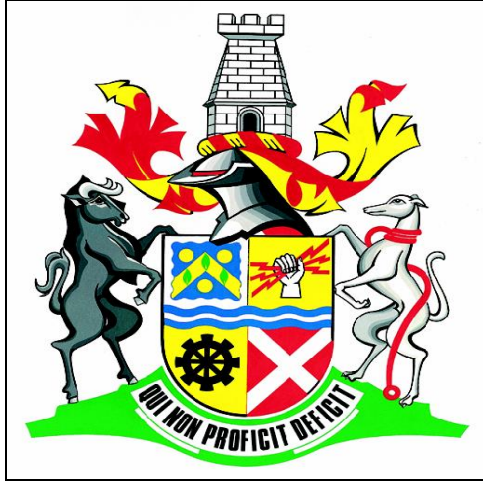
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**WITNESSES 1**

\_\_\_\_\_  
**WITNESSES 2**

\_\_\_\_\_

\_\_\_\_\_



# **BID SPECIFICATION DOCUMENT**

# **NEWCASTLE MUNICIPALITY**

## **BID SPECIFICATION DOCUMENTATION**

**BID NUMBER: A073-2021/22**

**GENERAL VALUATION AND PREPARATION OF A VALUATION  
ROLL FOR IMPLEMENTATION 1 JULY 2024 AND  
PREPARATION AND UPDATING OF THE VALUATION ROLL FOR  
THE PERIOD 1 JULY 2024 TO 30 JUNE 2029**

**NAME OF BIDDER .....**

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## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. PROJECT OBJECTIVE

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

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

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

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

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

### 3. PROJECT DELIVERABLES AND WORK PROGRAM

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

#### PROJECT WORK PROGRAM

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

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

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



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

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

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

#### 4. LEGISLATIVE CHANGES

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

## 5. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

(1) The current valuation roll is due to expire on 30 June 2024 with the last general valuation date of implementation being 1 July 2024.

During the period of the valuation roll, 3 supplementary valuation rolls have been produced with the last supplementary valuation roll having been implemented on June 202.

(2) The Municipality shall provide the following information –

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

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

(i) Table of Newcastle Municipality-Current Roll properties (Part of Section M Part B):

Category of Property (Description)	Roll Count	Total Roll Value (R)
Agricultural	800	1,362,339,000
Business and Commercial	1091	4,877,230,000
Formally Protected Areas	16	25,523,000
Industrial	291	893,832,000
Places of Public Worship	279	377,300,000
Public service infrastructure	329	2,44,933,000
Public Benefit Organisation	14	87,492,000
Residential	49 676	17,161,316,787
Mining & Quarries	1	1,750,000
Public Service Purpose	154	1,687,629,000
Vacant Land	6 107	730,336,500
<b>Total</b>	<b>58,758</b>	<b>29,649,681,287</b>

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

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

## **6. PROJECT START DATE**

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

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

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

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

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

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

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

(d) a Project Manager with at least 3 years’ experience in project management.

(e) data collectors; and

(f) data capturers and administrative staff.

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

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

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

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

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

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

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

In terms of the bid the Municipality is entitled to verify the qualifications, registration and experience of the nominated Municipal Valuer, Assistant Municipal Valuers, GIS and Data Manager and Project Manager. Bidders should demonstrate a recruitment plan that will take into account the Councils' requirement for local job creation to recruit personnel from within the municipal jurisdiction. The data collector recruitment process must be at the sole discretion of the professional service provider. Local data collection resources should only be deployed within the residential sector.

## **9. MPRA AND VALUATION STANDARDS, QUALITY ASSURANCE AND MONITORING**

### **(1) Steering Committee and project / cost monitoring**

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

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

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

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

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

It is a requirement that all properties, in respect of all categories as per the rates policy, be subjected to a compulsory site visit to determine the valuation of such property.

### **(3) Data collection quality assurance**

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

(b) Data can only be collected by designated data collectors who must record data on the approved data collection forms (field sheets) and in accordance with the approved data collection manuals. Data collection may include the collection of digital photographs. The data collector must record their full name or data collector code on the data collection form.

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

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

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

(f) Measures of data quality will be against –

(i) administrative data of the property and ownership,

(ii) category of property; and

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

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

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

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



- (j) Missing or errors in data must be corrected on the data collection form.
- (k) A designated data collector who after ongoing training, continually produces data collection errors must have their designation withdrawn by the Municipal Valuer.
- (l) The Service Provider must where applicable collect and deliver digital photographs of buildings to a specification approved by the municipality which must be uploaded to the relevant property record of the valuation roll.
- (m) Notwithstanding s45 (2) (a) of the MPRA which provides that inspections of a property is optional, the municipal valuer must consider the availability and sufficiency of property data in association with its value, and then decide on the merits to physically inspect a property or a group of properties to verify or collect data in order to perform a credible valuation.

#### **(4) Data capture/upload quality assurance**

- (a) Data must be captured by batch per data collection form and the data capture must record their full name or data capture code on the data collection form.
- (b) Data captured must be reviewed for capture errors by checking at least 10% of the data collections forms captured by batch.
- (c) By comparing the data captured on the system to the original data recorded on the hard copy data collection form.
- (d) A data capture form will fail when more than 15% of the critical value forming fields identified by the Municipal Valuer in the data collection manuals are missing or incorrect.
- (e) All missing data or errors identified must be corrected and updated to the valuation roll management system.
- (f) If after quality assurance, more than 30% of the 10% of the data capture forms of a batch have been checked for quality assurance fail, the entire batch must be recaptured, and the quality assurance process must be repeated.
- (g) A data capturer who after ongoing training, continually captures data incorrectly must be withdrawn by the Municipal Valuer.
- (h) Data must be capable of being captured and uploaded to the valuation roll management system in terms of the Bid specifications and extracted for reporting.

## **(5) Quality control: Data measurement and accuracy**

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

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

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

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

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

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

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

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

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

## **(6) Maintaining valuation quality and accuracy**

Valuation quality and accuracy must be maintained by –

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

## **10. VALUATION ROLL MANAGEMENT SYSTEM (VRMS)**

### **(1) Introduction**

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

### **(2) General functionality**

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

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

a) be able to support the production of the property register (valuation roll part A), the production of valuation rolls, the management of property, sales and valuation data and the valuation of property.

b) cater for the management, maintenance and production of valuation rolls with reference to the MPRA and these standards.

c) be capable of creating, editing, updating, deleting, archiving, storage and searching of data and records applicable to the valuation roll and must include the property data and sales file records and provide for a full history of any changes for audit purposes.

d) be capable of storing and accessing the previous valuation roll records and values for any enquiry and for audit purposes.

e) be able to cater for a unique property identifier for each valuation roll record.

f) be compatible with industry recommended GIS ESRI software.

g) be able to integrate with the municipality's financial system with reference to linking by a common unique property identifier to support the synchronisation of the valuation roll and financial management system for rates.

h) be capable of determining values using applied data for either CAMA or NON-CAMA type methodology.

i) be able to store and view images, notices and electronic files against records of the valuation roll.

j) be capable of producing, exporting and extracting valuation rolls and reports of data from the VRMS in electronic format to a spreadsheet, database, or CSV format. These reports must be extractable in a flat file format and in accordance with the structure, format and content specified in the bid specifications.

k) have the functionality of updating the valuation roll with new data or editing data as envisaged in terms of the MPRA and have the ability of producing reports of all changes reflecting the old and the new information, the difference in the values up or down with the effective date of the change and allow for the capturing of the applicable reason for the change.

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

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

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

### **(3) Compatibility with municipal GIS system**

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

### **(4) Compatibility with municipal financial system**

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

### **(5) Storage and maintenance of data**

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

### **(6) Reporting functionality**

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

(a) extract of the valuation roll;

(b) extract of all valuation roll data including data per property type;

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

#### **(7) Data from Deeds Office**

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

#### **(8) Valuation support**

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

#### **(9) Valuation Roll updates**

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

### **(10) Audit trail**

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

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

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

### **(12) VRMS provision by municipality**

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

## **11. DATA SECURITY AND RECOVERY**

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

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

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

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

## 12. PROPERTY REGISTER – PART A (VALUATION ROLL)

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

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

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

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

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

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

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



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

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

(8) Land extent determination must be as follows –

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

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

The land extent verified to be used for the property register (valuation roll) and converted and depicted in square metres (m<sup>2</sup>).

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

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

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

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

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

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

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

The Service Provider must prepare and deliver the following –

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

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

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

## **13. GENERAL VALUATION AND VALUATION ROLL**

### **(1) Introduction**

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

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

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

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

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

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

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

### **(3) Development of categories of property**

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

### **(4) Data collection, capture, and management**

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

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

(i) At least 10% of the valuation roll records shall be reviewed and if necessary, inspected per annum for data verification or recollection for the duration of the contract.

(ii) The identification of property for inspection must be at the discretion of the municipal, valuer and may include new buildings, building additions and alterations, illegal buildings, new subdivisions, and rates clearances / property sales.

(iii) Data corrections must be updated and a supplementary valuation performed where applicable.

(iv) The inspections must be recorded on the VRMS to manage and monitor the progress.

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

(d) The municipal valuer must collect, verify and maintain property data for each property required to be valued in a uniform and accurate manner, and in accordance

with the minimum data referred to in the bid specifications, Annexure D and the templates.

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

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

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

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

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

(i) as a visual aid to identify improvements;

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

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

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

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

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

- (iv) no Access (refused access),
- (v) not inspected (data deemed sufficient for valuation),
- (vi) any other status considered necessary by Service Provider.

(k) Data must be collected by the service provider for new buildings and structures, new properties, ownership changes and errors identified by the municipal valuer and the Municipality from project start date up to 2 months before the final valuation roll is certified on 31 January 2018.

(l) For supplementary valuations and roll updating, the Service Provider must collect valuation roll property data for changes in terms of section 78 and 79 of the MPRA from the date of last collection / capture (ie close off of the GV Roll) and for the duration of the contract.

(m) Objections and appeals lodged must be inspected and property data reviewed /recollected by the service provider to ensure valuation correctness and to support the Valuation Appeal Board decisions for the duration of the contract.

(n) Construction features, characteristics, attachments, ancillary buildings and other recognised improvements for each property must be recorded on the data collection form or field review document. Construction quality and condition must be considered and must be based upon the adopted valuation methodology, training manuals and definitions.

**(5) Market reports**

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

(b) A consolidated market report as envisaged by the bid must be approved and certified by the municipal valuer and submitted with the certified valuation roll for each general valuation and must at least include the submission of the following –

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



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

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

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

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

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

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

(h) All analysis must be documented in two stages: version 1 must be submitted at the commencement of the value review phase and version 2 must be delivered with the certified valuation roll. The preparation of the market reports must be supervised

by the Municipal Valuer or an Assistant Municipal Valuer and each property sector market report must be approved by the Municipal Valuer.

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

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

## **(6) Valuation**

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

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

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

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

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

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

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

(h) The Service Provider must –

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

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

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

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

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

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

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

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

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

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

#### **(7) Value review (quality assurance)**

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

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

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

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

(e) The value review must –

- 1) Compare the records in the new valuation roll against the current consolidated valuation roll, the valuation roll GIS cadastral layer and the current financial billing system data for any anomalies and missing records for investigation and correction. The exercise should include comparison of physical records, values, ownership and categories of property.
- 2) Identify and investigate any missing / zero data or values.

- 3) Compare the gross building extents captured on the VRMS against digitised building extents taking account of the number of storeys and identify and investigate major anomalies (where applicable);
- 4) Review values based on rates per unit of comparison to identify inconsistencies for correction;
- 5) Screening of highest and lowest values in terms of use and neighbourhood for abnormal values;
- 6) Review the new valuation roll values and categories against previously decided objections and appeal decisions to identify any anomalies.
- 7) Assess values for reasonableness by interrogating the data, draft values and final values, highlighting any anomalies and recommending corrective action and value amendments or justification for such anomalies;
- 8) Compare building areas collected against the digitised areas for major anomalies for further investigation.
- 9) Ensure that each property has been valued equitably in relation to other like properties.
- 10) Determine value uniformity by conducting sale ratio studies in terms of International Association of Assessing Officers IAAO guidelines.
- 11) Assess the category assigned to each property for reasonableness.

(f) The valuer responsible for the value review must provide an approval on a sample batch basis of property values.

(g) If the valuer responsible for the value review does not accept a value estimate, the necessary adjustments must be made to the property data or valuation models to adjust the property value in line with market indicators.

(h) The valuer responsible for the value review must select the value that can be documented as most representative of the true property value.

(i) An override of value may not be made for a property of which the value is incorrect due to a data error.

(j) When in the judgment of the valuer responsible for value review an override of a calibrated mass appraisal model is required, a notation must be recorded in the CAMA system, in the form of a unique override code that explains the value methodology.

(k) The override code must be maintained in a way that will allow a query to select, sort and print specific property data through the VRMS system.

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

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

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

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

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

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

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

- 1) General Valuation (GV) Roll certified (Hard Copy and electronic) if in a GV year
- 2) Supplementary Valuations and rolls (Hard Copy and electronic)
- 3) Consolidated Valuation Roll (current roll) (electronic)

- 4) Valuation Roll GIS cadastral Layer (electronic)
- 5) Property data (electronic)
- 6) General Valuation Sales File and GIS sales cadastral file (electronic)
- 7) General Valuation Deeds Extract (date stamped) for ownership and sales data (electronic)
- 8) Aerial Photography (electronic)
- 9) Data Collection Training Manuals (Hard Copy and Soft copy)
- 10) Sample Data Collection Forms – main property sectors (Hard Copy and Soft copy)
- 11) General Valuation Methodology by property sector (Hard Copy and Soft Copy)
- 12) General Valuation Market reports by property sector (Hard Copy and Soft Copy)
- 13) CAMA models (formula)
- 14) Data and Information pertaining to reviews, objection reviews and appeals (Hard Copy and Soft Copy).

(d) All specified data must be collated, prepared and handed over with every valuation roll certified or as required by the municipality in spreadsheet, database or CSV format and for the GIS data in an ESRI shape file format, in accordance with the bid specifications.

The following templates are the minimum data to be collected, captured, prepared and handed over in terms of the bid specifications and are referenced in detail in Annexure D Templates namely –

- 1) General Valuation (GV) Roll certified extract GV year (**Template “A1 – A2”**).
- 2) Consolidated Valuation Roll (current roll) extract (**Template “A1 – A2”**).
- 3) Valuation Roll GIS cadastral Layer (ESRI shape file format) (**Template “B”**).
- 4) Property data extract (**Template “C”**).
- 5) General Valuation Sales File and GIS sales cadastral file extract (**Template “D”**).

(e) The Service Provider must deliver a **draft** valuation roll and ALL data / templates, sales data, CAMA models, valuation roll GIS cadastral layer, methodology

documents, market reports, training manuals, information and the aerial photography used in the general valuation to determine the values by 1 of November 2018 for review by the municipality. The structure, format and content of the valuation roll and data provision must be according to the bid specifications and templates.

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

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

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

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

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

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

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

#### **(9) Quality assurance**

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

#### **(10) Close-out report**

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



## 14. OBJECTIONS

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

(a) the Service Provider must prepare, print and post the notices in terms of section 49 and 53 of the MPRA;

(b) the Service Provider must record all objections in a database;

(c) the Service Provider must respond in writing to all objectors as required by the MPRA;

(d) the Service Provider must consider and decide objections and amend the valuation roll, where necessary based the Municipal Valuers decision;

(e) the Service Provider must make sales evidence in support of a decision regarding an objection available upon request by the Municipality;

(f) the Service Provider must give written reasons to the Municipal Manager for any Municipal Valuer decision where the value is adjusted by more than 10% up or down;

(g) the Service Provider must prepare and maintain a GIS cadastral layer of objections received with decisions and changes.

(h) the Service Provider must notify an objector of the outcome of an objection and furnish reasons for its decision upon application by the objector.

(i) the Service Provider must furnish written reasons for its decision upon application by an objector.

(j) the Service Provider must prepare a close-out report of all objections received and processed.

(2) The service Provider must physically inspect each property which is the subject of an objection to ensure that data is reviewed, and the property is valued correctly. The inspection must include liaison with the owner for verification of data and information.

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

(4) The processing and dealing with objections in terms of the MPRA is deemed part of the general valuation and annual maintenance fees and therefore no separate or added

fee is payable for this service. Refer to Section N pricing schedule in Bid Quotation document.

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

## 15. APPEALS

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

(a) the Service Provider must record all appeals in a database.

(b) the Service Provider must make sales evidence in support of a decision regarding and objection available upon request by the Valuation Appeal Board.

(c) The Service Provider must represent the Municipality at hearings of the Valuation Appeal Board through the Municipal Valuer or an Assistant Municipal Valuer;

(d) the Service provider must amend the valuation roll if the Valuation Appeal Board rules in favour of the appellant.

(e) the Service Provider must prepare and maintain a GIS cadastral layer of appeals received with decisions and changes; and

(f) the Service Provider must prepare a close-out report of all appeals received and processed.

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

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

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

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

## 16. VALUATION ROLL MAINTENANCE (Updating of Rolls)

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

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

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

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

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

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

- (7) The valuation roll management system must reflect the old value, the corresponding new value, the effective date of the change and indicate the reason for the change and a report of all supplementary roll updates which must include the above reflected changes must be extractable on request by the municipality.
- (8) The Service Provider must ensure that all property data, documents, correspondence, data collection forms and review forms emanating from the preparation of a supplementary valuation roll is provided and uploaded to the valuation roll management system against each affected property.
- (9) The Service Provider must prepare, produce and supply a consolidated valuation roll in a csv, MS excel or MS Access format on an annual basis OR as required by the municipality in terms of the bid specifications.
- (10) The Service Provider must prepare, print and bind a hard copy of the certified supplementary valuation roll in the format prescribed in the MPRA and regulations and submit the certified supplementary valuation roll to the Municipal Manager within the required time frames.
- (11) An electronic extract of the supplementary valuation roll must be delivered to the Municipal Manager in csv, MS excel or MS access or in a format suitable for synchronising with the Municipality's financial system Phoenix- Financial System.
- (12) The Service Provider must prepare, generate and print the Section 49(1) notices for the applicable supplementary valuation roll for the duration of the bid.
- (13) The Service Provider must produce an annual maintenance close-out report as contemplated in Annexure H.
- (14) The Service Provider must attend to and dispose of all objections, appeals and reviews in terms of the MPRA at no add on cost except for the close out reports as contemplated in annexure (F) (Objections), (G) (Appeals) and (H) Supplementary Report (with objection and appeal) and the attendance at valuation appeal board hearing meetings which may be charged at a fee to be negotiated between the bidder and the municipality before the bid award.

# **ANNEXURE A**

**ANNEXURE A: ROLL / PROPERTY DATA AVAILABILITY AND CONFIDENCE LEVELS**

To support Bid Quote in terms of section “M”

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



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

NO.	ITEM OF INFORMATION	LEVEL OF AVAILABILITY AND LEVEL OF CONFIDENCE OF DATA		FORMAT OF DATA	ANNUAL AVERAGE COUNT OVER THE LAST THREE (3) YEARS
		<u>Availability Score (AS)</u> 1 = Fully available 2 = Available with difficulty 3 = Unknown	<u>Confidence Score (CS)</u> 1 = High confidence 2 = Medium confidence 3 = Low confidence 4 = Unknown		
		Urban	Rural		
8	Records of the subdivision or consolidation of land	a. AS = 1. CS = 2	a. AS = 1 CS = 2	Hard copy or electronic database for viewing and copying at Municipality	
9	Records of the phasing or cancellation of an approved layout plan	a. AS = 3. CS = 4	a. AS = 3 CS = 4	NA	
10	Record of properties affected by environmental impact assessments	a. AS = 3. CS = 4	a. AS = 3 CS = 4	Hard copy for viewing and copying at Municipality	
11	a. Record of revenue clearance application forms	a. AS = 1. CS = 2	a. AS = 1 CS = 2	Hard and electronic copy for viewing and copying at Municipality	
	b. Record of revenue clearances	a. AS = 1. CS = 2	a. AS = 1 CS = 2	Hard and Electronic copy for viewing and copying at Municipality	
12	Record of properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	a. AS = 3. CS = 4	a. AS = 3 CS = 4	NA	

NO.	ITEM OF INFORMATION	LEVEL OF AVAILABILITY AND LEVEL OF CONFIDENCE OF DATA		FORMAT OF DATA	ANNUAL AVERAGE COUNT OVER THE LAST THREE (3) YEARS
		<u>Availability Score (AS)</u> 1 = Fully available 2 = Available with difficulty 3 = Unknown	<u>Confidence Score (CS)</u> 1 = High confidence 2 = Medium confidence 3 = Low confidence 4 = Unknown		
		Urban	Rural		
13	Names and contact details of stakeholders eg Farmers associations, etc	a. AS = 3. CS = 4	a. AS = 3 CS = 4	NA	NA
14	Postal addresses for billing	a. AS = 2. CS = 2	a. AS = 3 CS = 3	Billing system extract, other sources, mainly Govt sector	NA
15	GIS cadastral layer of the municipality (property register for valuations)	a. AS = 1. CS = 1	a. AS = 1 CS = 1	GIS cadastral as per property register specifications	NA
16	Aerial photography of municipality	a. AS= 2 CS= 2	a. AS = 2 CS = 3	older than 5 Year	NA

# ANNEXURE B

## **ANNEXURE B - AERIAL PHOTOGRAPHY SPECIFICATIONS**

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

### **Specifications of digital Imagery (Orthophoto Mosaics)**

- 1: Aerial photography must be produced and delivered by the Service Provider in terms of the bid specifications and must include all properties within the municipalities boundary.
2. Imagery must be must be high resolution, ortho-rectified and geo-referenced.
3. The primary unit of delivery is the applicable municipality over which the imagery will originate.
4. The secondary unit of delivery of the aerial photography is based on the 1:10 000 tiles/ grid block, similar to the national ortho-photo map series from CDSM, which must be relevant to the applicable municipality.
5. The format in which the images must be delivered is one copy in the Mr. Sid format and one copy in the geotiff format.
6. The storage medium for image supply to the municipality is CD/DVD.
7. The coordinate system is: Geographic, Hartbees Hoek 94 (datum), WGS84 (ellipsoid).
8. The above-mentioned coordinate system must be allocated to each of the images. raster / Arc GIS 10 and later releases must be able to read the allocated coordinates system automatically without any post processing i.e., allocation of coordinate system by the municipality.
9. Accuracy must be at least 1 metre horizontal positional accuracy. (Cadastral data must correlate accurately to the final product.)
10. The pixel size shall not be more than 35 X 35 cm.
11. The Mr Sid compression ratio must be 1:10.
12. All imagery must be cloud free.
13. The naming convention of imagery must be in line with the CDSM 1: 10000 grid based system. i.e. 2830AB\_25.
14. Background - no void areas may exist. All 1: 10000 grid blocks overlapping the applicable area of interest must be filled with imagery (this includes grid blocks overlapping adjacent municipalities).
15. Each 1:10000 Imagery tile must overlap the adjacent imagery tiles by at least 200 metres (this includes the outer edges of peripheral tiles of each area of delivery).
16. No duplicate tiles may exist.
17. No tiles may be located outside of its associated 1: 10000 grid block location due to incorrect geo-referencing.

# ANNEXURE C

## **ANNEXURE C - GIS CADASTRAL LAYER SPECIFICATIONS (PROPERTY REGISTER)**

### **1. GENERAL**

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

## 2. ATTRIBUTES REQUIRED FOR THE CADASTRAL DATA

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

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

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

(a) **Property or land parcel (polygon)**

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

(b) **Servitude (point, line or polygon)**

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



### 3. ACCURACY

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

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

### 4. PROCEDURE FOR FARM CAPTURING

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

(a) **LO co-ordinates**

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

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

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

(c) **Sides and angles**

These are to be input by using polars.

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

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

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

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

## 5. DELIVERABLES GIS CADASTRAL LAYER

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

- (a) All source data provided to and obtained by the Bidder.
- (b) “Approved”, “Registered” and associated cadastral data layers within the definition of “property register” in ESRI ArcView Shapefile or personal geodatabase containing the above layers as feature classes, with point and polygon topology. Data must be in Geographic coordinates on the Hartebeeshoek '94 datum (WGS84 ellipsoid). The GIS cadastral data must match to the property register (valuation roll) database at a record level.
- (c) The property register cadastral layer should be a “wall to wall” representation of the municipality and all spatial properties that are registered in the deeds office should have a corresponding owner name with title deed information.
- (d) Relational database in Microsoft access format (.mdb) or a suitable substitute containing all ownership information sourced from the Deed Office.
- (e) Ownership information should be in sync with the Valuation Roll GIS cadastral layer.
- (f) Anomalies should be flagged in the ownership database with clear comments of the exclusion.
- (g) All extent attributes in the ownership database should be in a standard format (Ha, m<sup>2</sup>).
- (h) Ownership information should be attributes of the spatial data and linked to the spatial data via the 21 and 26 digit code.

- (i) Clean and free of overshoots, undershoots and duplication. This includes both the point and line coverages.
- (j) An accuracy of 0.5% for properties situated in township registered areas and 1% for properties in farm registered areas should be achieved when comparing extents between captured land parcels and extents registered in the Deeds information. Properties falling outside this range should be “flagged” with clear comments for the anomalies.
- (k) All spatial information and ownership information needs to be maintained to date of implementation of general valuation for the municipality.
- (l) The Valuation Roll GIS cadastral spatial layer representing the valuation roll needs to be officially signed-off by the nominated GIS and Data Manager in terms of the Bid.

## 6. DATABASE DESIGN - DEEDS INFORMATION

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

### Bonds Information

**Deeds ID**  
ERF\_NO  
TOWNSHIP NAME  
PORTION NO  
ENDORSEMENT\_DOC\_NO  
ENDORSEMENT HOLDER  
SIGN  
BOND AMOUNT  
MICROFILM YEAR  
MICROFILM ROLL  
MICROFILM BLIP  
MUNIC\_CODE

### Clearance Information

**Deeds ID**  
ERF\_NO  
TOWNSHIP NAME  
PORTION NO

FARM NAME  
REGISTRATION\_DIV  
CLEARANCE  
SITUATED\_TOWNSHIP\_NAME  
SITUATED\_ERF\_NO  
SITUATED\_PRTN\_NO  
MUNIC\_CODE

**Deeds Information**

**Deeds ID**  
ERF\_NO  
TOWNSHIP NAME  
PORTION NO  
RENTANT  
ADDITIONAL\_DESC  
DIAGRAM\_NO  
EXTENT  
PROVINCE  
MUNIC\_CODE  
MUNIC\_NAME

**Historical Information**

**Deeds ID**  
ERF\_NO  
TOWNSHIP\_NAME  
PORTION\_NO  
PREVIOUS\_TITLE  
REGISTRATION\_DATE  
MICROFILM\_REFERENCE  
SHARE  
PURCHASE\_PRICE  
NEW\_TITLE  
MICROFILM\_REFERENCE2  
PREVIOUS\_OWNER

ID\_NUMBER  
MUNIC\_CODE

**Owners Information**

**Deeds ID**  
ERF\_NO  
TOWNSHIP\_NAME  
PORTION\_NO  
PERSON\_NAME  
PERSON\_ID\_NO  
DOC\_NO  
REGISTRATION\_DATE  
SHARE  
PURCHASE\_DATE  
SIGN  
PURCHASE\_PRICE  
MICROFILM\_YEAR  
MICROFILM\_ROLL  
MICROFILM\_BLIP  
MUNIC\_CODE

**Property Information**

**(21digit)**  
**Deeds ID**  
ERF\_NO  
TOWNSHIP\_NAME  
PORTION\_NO  
DEEDS\_OFFICE  
PROPERTY\_TYPE  
LPI\_MINOR\_KEY  
LPI\_MAJOR\_KEY  
REGDIVISION  
MUNIC\_CODE

# ANNEXURE D

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

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

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

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

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

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

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

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

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

## 1. AGRICULTURAL PROPERTY

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

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

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

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

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

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

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

## 2. INCOME PRODUCING PROPERTY

(1) **"income producing property"** means commercial and industrial property that is not of a specialised nature.

(2) For sectional title non-residential property, the data collected must be related to the valuation type either direct sales, income approach or both and must also include the sectional title data.

(3) Income producing properties must be valued by either CAMA techniques or individually as approved by the municipal valuer. Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value. Site visit should be undertaken to high value properties in the determination of the value of such properties.

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



### 3. MINING PROPERTY

(1) "**mining property**" means property as contemplated in the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002).

(2) Mining property is classified as a specialised property and must be valued individually by a registered Valuer suitably experienced in such valuations.

(3) A fully motivated valuation report must be prepared and delivered for each mining property valued.

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

### 4. PROPERTY USED FOR MULTIPLE PURPOSES

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

(2) The data that must be collected for property used for more than one purpose will depend on the Municipality's rates policy and the type of property being valued.

(3) The Value of property used for more than one purpose may require values to be apportioned if s9 (1) (b) multiple purpose category is adopted by the municipality in its rates policy and read with s9 (2).

(4) Properties under this category must be valued in terms of the applicable methodology of the property use and valued by either CAMA techniques or individually as approved by the municipal valuer. Where a property is valued individually a separate valuation template must be prepared and submitted for the applicable valuation roll and showing the method, value calculations, motivations and conclusions in arriving at a market value.

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

### 5. PUBLIC SERVICE INFRASTRUCTURE (PSI)

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

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

- (a) national, provincial or other public roads on which goods, services or labour move across a municipal boundary.
- (b) water or sewer pipes, ducts or other conduits, dams, water supply reservoirs, water treatment plants or water pumps forming part of a water or sewer scheme serving the public.
- (c) power stations, power substations or power lines forming part of an electricity scheme serving the public.
- (d) gas or liquid fuel plants or refineries or pipelines for gas or liquid fuels, forming part of a scheme for transporting such fuels.
- (e) railway lines forming part of a national railway system.
- (f) communication towers, masts, exchanges or lines forming part of a communications system serving the public.
- (g) runways or aprons and the air traffic control unit at national or provincial airports, including the vacant land known as the obstacle free zone surrounding these, which must be vacant for the air navigation purposes; (Amended by s1 of Act 29 of 2014);
- (h) breakwaters, sea walls, channels, basins, quay walls, jetties, roads, railway or infrastructure used for the provision of water, lights, power, sewerage or similar services of ports, or navigational aids comprising lighthouses, radio navigational aids, buoys, beacons or any other device or system used to assist the safe and efficient navigation of vessels; communications system serving the public.
- (i) any other publicly controlled infrastructure as may be prescribed; or
- (j) a right registered against immovable property (Added and deleted by s24 of Act 19 of 2008) in connection with infrastructure mentioned in paragraphs (a) to (i);

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

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

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

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

- (a) South African National Road Agency*
- (b) KZNPA*
- (c) Department of Water Affairs*
- (d) Eskom*
- (e) Telkom*
- (f) Sentech/SABC*

*(g) Transnet*

(6) Guideline Prescribed methodology for PSI

*(a) South African National Road Agency*

(i) National Routes

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

*(b) Department of Transport*

(i) Provincial Roads

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

*(c) Department of Water Affairs*

(i) Pipelines

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

(ii) Treatment Works, etc.

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

*(d) Eskom*

(i) Power Lines

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

*(e) Telkom*

(i) Telephone Exchanges

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

(ii) Transmission Towers

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

*(f) Sentech/SABC*

(i) Transmission Masts

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

*(g) Transnet*

(i) Oil, Gas and Multipurpose Pipelines

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

*(h) Railway Lines*

(i) PSI comprises those lines between stations

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

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

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

## 6. REGISTERED RIGHTS IN PROPERTY

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

## 7. RESIDENTIAL PROPERTY

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

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

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

## 8. RESIDENTIAL SECTIONAL TITLE PROPERTY

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

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

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

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

## 9. COMMUNAL PROPERTY

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

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

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

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

## 10. SPECIALISED PROPERTY

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

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

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

## 11. VACANT LAND

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

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

(3) The value of vacant land must reflect –

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

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

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

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

# **ANNEXURE D – (Template “A1”)**

# **MPRA VALUATION ROLL**

# **REPORT**

(Also available in Excel version)



# **ANNEXURE D – (Template “A2”)**

## **MPRA VALUATION ROLL**

### **SUMMARY REPORT**

(Also available in Excel version)

# **ANNEXURE D – (Template “B”)**

## **VALUATION ROLL GIS**

### **CADASTRAL LAYER**

(Also available in Excel version)

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

(Also available in Excel version)

# **ANNEXURE D – (Template “D”)**

## **MPRA SALES DATA**

(Also available in Excel version)

**ANNEXURE E – GENERAL  
VALUATION (GV) CLOSE OUT  
REPORT**

Annexure E

# Project Closeout Report General Valuation

**Name of Municipality: NEWCASTLE MUNICIPALITY**

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

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

## Section 1. General Information

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

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

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

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

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

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



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

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

**Section 3. Project Risks/Issues and Mitigation**

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

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

**Section 4. Project Quality**

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

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

**Section 5. Project Costs and Schedule**

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

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

Attach :

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

**Section 6. Project Files**

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

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

**Section 7. Project Lessons Learned**

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

Problem or Issue	References	Recommended Changes

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

Action	Planned Date	Assigned To	Frequency

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

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

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

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

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

**Section 10. Open Issues**

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

Issue	Planned Resolution

# **ANNEXURE F – OBJECTION CLOSE OUT REPORT (GV)**

Annexure F

# Project Closeout Report Objection Processing (General Valuation)

**Name of Municipality: NEWCASTLE MUNICIPALITY**

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

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

**Section 1. General Information**

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

*Indicate Yes/No objection report against:*

*General Valuation Roll: .....*

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

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

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

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

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

**Section 3. Project Risks/Issues and Mitigation**

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

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

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

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

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

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

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

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



**Section 5. Project Files**

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

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

**Section 6. Project Lessons Learned**

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

Problem or Issue	References	Recommended Changes

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

Action	Planned Date	Assigned To	Frequency

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

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

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

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

**Section 9. Open Issues**

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

Issue	Planned Resolution

# **ANNEXURE G – APPEAL CLOSE OUT REPORT (GV)**

Annexure G

# Project Closeout Report

## Appeal Processing (General Valuation)

**Name of Municipality: NEWCASTLE MUNICIPALITY**

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

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

**Section 1. General Information**

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

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

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

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

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

**Section 3. Project Risks/Issues and Mitigation**

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

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

**Section 4. Project Costs and Schedule**

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

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

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

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

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

**Section 5. Project Files**

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

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

**Section 6. Project Lessons Learned**

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

Problem or Issue	References	Recommended Changes

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

Action	Planned Date	Assigned To	Frequency

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

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

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

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

**Section 9. Open Issues**

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

Issue	Planned Resolution



**ANNEXURE H –  
SUPPLEMENTARY ROLL  
MAINTENANCE REPORTS**

Annexure H

# Project Closeout Report

## Supplementary Valuation Rolls (SVR) & Annual Maintenance Period

**Period: 1 July 2024 to 30 June 2029**

**Name of Municipality:                      NEWCASTLE MUNICIPALITY**

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

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

### **Section 1.                      General Information**

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

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

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

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

**Section 2.1: Critical Supplementary Dates and Publications SVR No: \_\_\_\_\_**

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

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

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

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

**Section 2.2: Number of Properties Count per Section 78 Categories**

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

**Section 2.3: Supplementary Valuation Roll Deliverables as per SVR**

**No:** \_\_\_\_\_

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

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

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

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

**Section 4. Project Costs and Schedule**

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

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

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

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

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

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

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

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



**Section 5. Project Risks/Issues and Mitigation**

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

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

**Section 6. Project Quality**

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

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

**Section 6. Project Files**

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

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

**Section 7. Project Lessons Learned**

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

Problem or Issue	References	Recommended Changes

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

Action	Planned Date	Assigned To	Frequency

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

**Section 9. Open Issues**

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

Issue	Planned Resolution

# **ANNEXURE I – AGRICULTURAL GUIDELINES**

## **Guidance: Agricultural Property Valuation**

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

#### **Introduction**

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

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

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

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

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

The provisions relate to:

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

Where farms are typically sold with irrigated lands and equipment, or inclusive of part or all of the annual crop in rotation, the above exclusions will require adjustments to be made to the values reached. Ratepayers will thus be aware that in certain agricultural sectors, there will be a difference

between 'Open Market Value' as defined globally, and 'Open Market Value for Rating Purposes' in South Africa.

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

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

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

**Proposed Guideline #1. Interpretation of Annual Crop Values:**

S46 (4) of the MPRA states:

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

**Growing Timber**

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

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

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

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

**Annual Crops**

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

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

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

**Schedule of annual crops to be disregarded:**

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

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

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

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

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

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

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

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

### **Pastures**

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

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

### **Proposed Guideline #2. Machinery, Equipment and Irrigated Lands**

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

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

- (b) “The value of any equipment or machinery which, in relation to the property concerned, is immovable property, excluding –
  - (i) a lift

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

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

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

#### **Movable and immovable equipment & machinery on agricultural properties**

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

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

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

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



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

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

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

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

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

**Plant and Machinery in General**

In the agricultural sector, plant & equipment	Examples per sector of moveable & immoveable equipment/ machinery to be disregarded	Improvements not categorised as Equipment but rather as land improvements

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

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

In assessing the market value of a farm for rating purposes, it must first be established what subdivisions making up the farm in question constitute the farming unit. Secondly, the valuer must investigate whether a compelling dependency exists between two or more contiguous subdivisions in the successful running of the farm business. Dependencies may include factors such as water, irrigation reticulation, road access, optimising crop or livestock yields, scattered labour housing, particular camp systems and the like. Thirdly, the valuer should determine whether the farm unit

would typically be brought to sale as a 'single' farm property, or whether a break up of the component parts could yield a higher overall value and that the subdivisions would typically be brought to sale individually rather than as a unit.

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

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

# **ANNEXURE J – COMMUNAL PROPERTY VALUATION AND RATING GUIDELINES**

# VALUATION AND RATING OF COMMUNAL PROPERTY

## PURPOSE:

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

## DEFINITION OF COMMUNAL PROPERTY:

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

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

**BASIS OF VALUATION:**

3. Communal property must be valued in accordance with:-
  - (a) A dominant use approach to determine which portion of the property is communal property
  - (b) The market value of the communal property on the date of valuation; and
  - (c) The actual use of the communal property.

***Main legislation, principles and policies over ITB property***

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

- 9.3. (c) a land tenure right registered in the name of a person or granted to a person in terms of legislation or;
- 9.4. (d) public service infrastructure.
- A property has a corresponding definition of owner in terms of rates liability.
10. In terms of the MPRA a property as defined under paragraphs (a), (b) or (c) is recognised when –
- (a) recorded in a register in terms of –
- (i) the Deeds Registries Act, 1937 (Act No. 47 of 1937); or
- (ii) the Mining Titles Registration Act, 1967 (Act No. 16 of 1967); and
- (b) includes any other formal act in terms of any other legislation to record-
- (i) a right to use land for or in connection with mining purposes; or
- (ii) a land tenure right.
11. A land tenure right, means a land tenure right as defined in section 1 of the Upgrading of Land Tenure Rights Act, 1991 (Act No. 112 of 1990) which reads as follows –
- “(vii) “land tenure right” means any leasehold, deed of grant, quitrent or any other right to the occupation of land created by or under any law and, in relation to tribal land, includes any right to the occupation of such land under indigenous law or customs of the tribe in question.”*
12. In terms of a land tenure right, under paragraph (c) of the definition of property, ITB land may be allocated to persons and recognised for separate rating over property used for multiple purposes, subject to rates policy criteria, by means of –
- 12.1. a lease agreement with the ITB, recorded in the Deeds Registry in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937);
- 12.2. a lease agreement with the ITB, recorded in a register held by the ITB;
- 12.3. a deed of grant and recorded in the Deeds Registry in terms of the Deeds Registries Act, 1937 (Act No. 47 of 1937) or in a legal register;
- 12.4. a right to occupy the land and recorded in a register held by the ITB or recorded in a register held by Traditional Councils or recorded in a register held by the Department of Rural Development and Land Reform.
13. In terms of land occupied by indigent owners (land tenure right) over ITB owned property which are developed with an immovable improvement, it is suggested that a threshold value amount be adopted as a reduction in terms of section 15 (2) of the MPRA, below which no rates are payable.
14. In terms of section 46 (2) of the MPRA under “valuation criteria” the municipal valuer is entitled to identify and value any unauthorised immovable improvement and any unauthorised use as if it were lawful.
15. In terms of rates policy an immovable improvement over a property used for multiple purposes will only be recognised as a separate rateable property if the property and use is authorised and approved by the municipality in terms of the National Building Regulations and their land use planning.
16. In terms of rates policy any unauthorised immovable improvement and any unauthorised use over a property used for multiple purposes may be valued by apportionment and rates levied against the underlying registered owner as recorded in the deeds registry office.

# **ANNEXURE K – MEMORANDUM OF AGREEMENT**



# MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN

## THE NEWCASTLE MUNICIPALITY

Herein represented by

---

duly authorised in his/her capacity as

**MUNICIPAL MANAGER**

by the

**NEWCASTLE MUNICIPALITY**

AND

---

Herein represented by

---

in his/her duly authorised capacity as

---

OF

---

---

**WHEREAS:**

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

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

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

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

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

“**Consultant**” means \_\_\_\_\_ and its successors-in-title;

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

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

“**Date of Valuation**” means 3 July 2023- From Council Resolution;

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

**“Municipality”** means the Newcastle Municipality;

**“parties”** means the Municipality and the Consultant;

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

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

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

- 1.3 words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and
- 1.4 this agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

## **DURATION OF THE AGREEMENT**

2. This Agreement commences on \_\_\_\_\_, and terminates on \_\_\_\_\_, provided that the agreement may be–
- 2.1 extended or renewed as contemplated in clause 3; and
- 2.2 terminated prior to \_\_\_\_\_ as contemplated in clauses 5, 8, 14 & 15.

## **EXTENSION AND RENEWAL**

3. In the event that the Municipality elects to extend or renew the agreement beyond the period contemplated in clause 2–
- 3.1 the Municipality must give the Consultant written notice of such proposed extension or renewal, no less than thirty days prior to the termination of this Agreement; and
- 3.2 the Consultant must give written notice of acceptance or refusal, no later than fifteen days after receipt of the offer contemplated in clause 3.1.

## **OFFER OF EXTENSION OR RENEWAL**

4. Any offer of extension or renewal as contemplated in clause 3, is at the sole discretion of the Municipality, and will be for a period determined suitable by the Municipality.

## **NOTICE OF TERMINATION**

5. The Municipality is not required to give notice of termination of the agreement, provided that the Municipality, in its sole discretion, may terminate the agreement prior to the date contemplated in clause 2, in which event–

5.1 the Municipality must–

5.1.1 give written notice to the Consultant no less than thirty days prior to the date of intended termination; and

5.1.2 as contemplated in this agreement, pay the Consultant any remuneration due for services rendered and reimburse the Consultant for costs incurred up to the date of termination of the agreement; and

5.2 the Consultant must immediately submit to the Municipality all documentation and materials relating in any manner whatsoever to work undertaken as contemplated in this agreement.

#### **DUTIES OF THE CONSULTANT**

6. The Consultant must–

6.1 upon signature of this agreement commence rendering the services in terms of the Bid specifications, in terms of industry property valuation standards and in terms of the Municipal Property Rates Act, Act No 6 of 2004;

6.2 prepare such written documentation and accompanying material deemed necessary by the Municipality;

6.3 prepare and submit reports as contemplated in clause 13, and comply with all management systems and further reporting procedures required by the Municipality;

6.4 treat as strictly confidential all information obtained by it during the performance of the service, and may not disclose any such information to any third person whatsoever, either during and after termination of this agreement; and

6.5 immediately notify the Municipality in writing if for any reason it is incapable of performing the service contemplated in this agreement, specifying alternative or remedial steps to be taken, which may include termination of the agreement in whole or in part.

#### **TAXATION**

7. Any required income tax or other taxation payments required by law are the responsibility of the Consultant and the Municipality will not deduct any income tax or other taxation from any payments due to the Consultant.

#### **DUTY OF LOYALTY AND CONFIDENTIALITY**

8. The Consultant understands and agrees that it owes a duty of loyalty and confidentiality to the Municipality and any breach of such duties will, notwithstanding the provisions of clause 14, be grounds for immediate termination of this Agreement without notice to the Consultant.

#### **DUTIES OF THE MUNICIPALITY**

9. The Municipality must–

9.1 provide such assistance as is reasonably required by the Consultant to carry out the service;

- 9.2 in order to avoid delays, consider documents, accompanying material and information supplied by the Consultant and take decisions related thereto, within a reasonable period;
- 9.3 issue all instructions or requests related to the service through the Consultant; and
- 9.4 remunerate the Consultant for the service rendered as contemplated in clauses 10 and 11.

**REMUNERATION OF THE CONSULTANT**

- 10. The Municipality must remunerate the Consultant as contemplated in this agreement based on the submitted quotation Section N (table 1) of the bid and the priced work program (table 2) of the bid, and it is agreed that the price for the provision of the service, will be the sum of R\_\_\_\_\_

(\_\_\_\_\_ )  
 inclusive of VAT and any and all disbursements.

**PAYMENTS**

- 11. Payment must be made directly to the Consultant upon completion of the services, and within thirty days of receipt by the Municipality of a detailed invoice, provided that the Municipality may refuse to make any payment–
  - 11.1 in the event that the Municipality, in its sole discretion, is of the opinion that the Consultant has not performed the services as contemplated in this agreement; or
  - 11.2 for as long as any report contemplated in clause 13 and any deliverable contemplated in the Bid specification document remains outstanding.

**OWNERSHIP OF DOCUMENTS AND MATERIALS**

- 12. All documents and materials produced by the Consultant as contemplated in this agreement are, and will remain the sole property of the Municipality, including any data and information, in whatever manner or format, whether hard copy, digital, video tape, audio tape, or otherwise, provided that–
  - 12.1 the Consultant must furnish a hard copy and electronic copy of the final report, software or similar document to the Municipality;
  - 12.2 the Municipality reserves the right to make reports, plans, software or similar documents received by it as part of this agreement available to the public free of charge; and
  - 12.3 the Consultant may not make any software or other intellectual product or document available to any person or entity without the express, prior, written authority of the Municipality, which permission may not be unreasonably withheld.

**REPORTING TO THE MUNICIPALITY**

- 13. **The Consultant must provide the Municipality with–**
  - 13.1 written monthly progress reports within ten days of the end of each month; and
  - 13.2 written close out reports in terms of the bid and bid specifications within ten days of completion of the service;

13.3 a final written close-out report within ten days of the completion of the service.

**BREACH OF AGREEMENT**

14. If either party fails to meet its obligations in terms of this agreement, the innocent party, at its choice, and after giving seven days' written notice to the defaulting party at its *domicilium*, calling on the latter to remedy the breach, may–

14.1 terminate the agreement; or

14.2 enforce the terms of the agreement; and

14.3 in any event claim any damages that it may have suffered as a result of the breach.

**TERMINATION**

15. The Municipality may, at its sole discretion, and after three days' written notice to the liquidator, judicial manager or Consultant, as the case may be, terminate the agreement in the event that–

15.1 an application is lodged for the liquidation of the Consultant;

15.2 the Consultant reaches a compromise with any of its creditors; or

15.3 the Consultant is placed under judicial management.

**OBLIGATIONS OF THE MUNICIPALITY**

16. Should the agreement be terminated for any reason whatsoever, the Municipality will not incur any obligation to the employees of the Consultant, nor in respect of any contracts concluded by the Consultant arising from this agreement.

**DISPUTE SETTLEMENT**

17. Either party to the agreement may, in the event of any dispute arising out of the agreement, refer the dispute for arbitration in terms of the Arbitration Act, 1965 (Act No. 42 of 1965), provided that the arbitration so contemplated will take place in Pietermaritzburg.

**ARBITRATOR**

18. The parties must agree on an Arbitrator within thirty days after a dispute has been declared, failing which either of the parties to the dispute may request the Chairperson of the KwaZulu-Natal Law Society to appoint a suitable Arbitrator.

**REFERRAL TO COURT**

19. The agreement to refer disputes for arbitration does not bar either of the parties to refer any dispute between them for adjudication by any court with jurisdiction, provided that seventy two hours' notice must be given to the other party prior to such referral.

**DOMICILIUM AND NOTICES**

20. The parties choose their *domicilium citandi et executandi* for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement, as follows:

**The Municipality:** \_\_\_\_\_

Facsimile: \_\_\_\_\_

**The Consultant:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_

### **VARIATION TO *DOMICILIUM***

21. Either party may from time to time, and upon written notice to the other party, vary its physical address or facsimile number to any other physical address or facsimile number within the Republic of South Africa.

### **NOTICES**

22. Any notice given by either party to the other party, which –

22.1 is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* will be deemed to have been received by the addressee at the time of delivery;

22.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium* will be deemed to have been received by the addressee on the seventh day after the date of posting; and

22.3 is sent by facsimile copier during the normal business hours of the addressee to the addressee's *domicilium* will be deemed to have been received on the date and time of successful transmission thereof.

### **DUE CARE AND DILIGENCE**

23. The Consultant, including any person acting for on behalf of the Consultant, must exercise due care and diligence in the performance of its duties as contemplated in this Agreement and the Consultant will be liable to the Municipality in the event that it fails to exercise such due care and diligence.

### **CAPACITY OF THE CONSULTANT**

24. The Consultant, including any person acting for or on behalf of the Consultant, acts as an independent contractor and not as an agent or employee of the Municipality, and has no authority or right to bind the Municipality.

### **INDEMNITY**

25. The Consultant hereby indemnifies and holds the Municipality harmless against any and all claims of any nature whatsoever, arising out of the wilful or negligent acts or omissions of the Consultant, and the Consultant hereby warrants that it carries sufficient insurance to cover any such claims.

### **SOLE RECORD**

26. This agreement, together with its appendices, constitutes the sole record of the agreement between the parties in regard to its subject matter, and neither party will be bound by any representation, express or implied term, warranty, promise or the like not recorded herein, or reduced to writing and signed by both parties.

### **VARIATION**

27. No variation, modification, addition, alteration, erasure or abandonment of any clause of this agreement or consent to deviation from the agreement will be valid unless such variation, modification, addition, alteration, erasure or abandonment of any clause of this agreement or consent to deviation has been recorded in writing and has been

signed by both parties, provided that any such variation, modification, abandonment or deviation will be valid only for a specific case and for the purpose for which and to the extent, which it was made for or given.

**GRACE**

28. No grace, delay relaxation, leniency or indulgence granted by the Municipality to the Consultant will be deemed to be an abandonment of any right by the Municipality contemplated in this agreement, and any such grace, delay, relaxation, leniency or indulgence will not prevent the Municipality from insisting on strict future compliance by the Consultant with all the terms and conditions of this agreement.

**SEVERABILITY**

29. Each clause of this agreement is severable from each of the other clauses and if any clause in this agreement is found to be void, invalid or unenforceable for any reason, the remaining clauses remain in full force and effect.

**SUCCESSORS-IN-TITLE**

31. The provisions of this agreement will be binding upon the successors-in-title of the parties, and the rights and obligations of each party arising out of or pursuant to this agreement will devolve upon and bind its successors-in-title.

**CESSION**

32. The Consultant may not cede, assign, transfer or otherwise make over any of its rights or obligations contemplated in this agreement.

**COSTS**

33. Each party will bear its own costs of and incidental to the negotiation and preparation of this agreement, provided that any costs, including attorney and own client costs and collection commission, incurred by the Municipality arising out of a breach of this agreement will be borne by the Consultant.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20....

**AS WITNESSES:**

1. \_\_\_\_\_ THE CONSULTANT

2. \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20....

**AS WITNESSES:**

1. \_\_\_\_\_ THE MUNICIPALITY

2. \_\_\_\_\_



# **ANNEXURE L – BID EVALUATION CRITERIA**

**16. ANNEXURE “L” – EVALUATION CRITERIA**

**1. Basis for functionality evaluation**

- a) Resources –
  - Municipal Valuer
  - Assistant Municipal Valuer
  - Other relevant resources
- b) Bidders experience
- c) General Valuation Project methodology
- d) Quality assurance plan
- e) MPRA, Mass Valuation (CAMA) and preparation of valuation rolls experience
- f) Valuation Roll Management System – functional and licenced
- g) Skills transfer plan

See attached functionality evaluation schedule below.

Note: Bidders must note that a Service Level Agreement will have to be concluded with the successful bidder.

**2. Functionality assessment criteria**

Bidders will be evaluated for functionality in accordance with the following criteria and bidders who scores less than 70 will not be evaluated on the next stage:

EVALUATION CRITERIA		WEIGHT
<b>Company Experience</b>	Bidder(s) must have an experience to compile mass valuation roll at about <b>10 different Municipalities</b> with an overall minimum(combined) of ± 150 000 properties. Letters signed by the Accounting Officers of the said Municipalities indicated above to be submitted as references or proof  Bidder(s) to have knowledge or experience to import the General valuation roll on Municipal financial system layout field format of the municipality (Able to import the roll on the financial billing system of the Municipality)  General ability to handle properties valuations appeals conducted by VAB. <b>(05 Point per references or proof)</b>	<b>50</b>
<b>Methodology</b>	How the process in relation to the project will be done or unfold	<b>10</b>

**GV2024 ANNEXURE L – BID EVALUATION CRITERIA**

<p><b>Personnel /staff experience(s)</b></p> <p>(Attached organogram inclusive of curriculum vitae and certified qualifications)</p>	<p>The Company must have an Office and Staff members which amongst them are:</p> <p><b>PROFESSIONAL MUNICIPAL VALUER</b></p> <p>Be registered as a Professional Valuer, registered with South African Council for Property Valuers Profession (SACPVP) (Attach organogram inclusive of curriculum vitae and certified qualifications)</p> <ul style="list-style-type: none"> <li>✓ Over 10 years' experience (<b>10 points</b>)</li> <li>✓ Between 5- and 10-years' experience (<b>5 points</b>)</li> <li>✓ Less than 5 years' experience (<b>5 Points</b>)</li> </ul>	<p align="center"><b>10</b></p>
	<p><b>NOMINATED PROFESSIONAL SUBSTITUTE</b></p> <p><b>MUNICIPAL VALUER</b></p> <p>Be registered as a Professional Valuer or Professional Associated Valuer without restrictions, registered with South African Council for Property Valuers Profession (SACPVP)</p> <ul style="list-style-type: none"> <li>✓ Over 10 years' experience (<b>10 points</b>)</li> <li>✓ Between 5- and 10-years' experience (<b>05 points</b>)</li> <li>✓ Less than 5 years' experience (<b>2 Points</b>)</li> </ul>	<p align="center"><b>10</b></p>
	<p><b>CANDIDATE VALUERS/DATA COLLECTORS</b></p> <p>Be a registered Candidate Valuer with South African Council for Property Valuers Profession (SACPVP)</p> <p>Less than 5 candidate valuers/data collectors (<b>5 points</b>)</p> <p>Between 5 and 10 candidate valuers/data collectors (<b>10 points</b>)</p>	<p align="center"><b>10</b></p>
<p>Valuation Roll Management System (VRMS)</p>	<ul style="list-style-type: none"> <li>• Bidders Valuation Roll Management System (VRMS) licenced, functional and operational as per bid and bid specification.</li> <li>a. Trade references from a local or metropolitan municipality confirming successful VRMS system implementation, operation and functionality for General Valuations and in the updating of the valuation rolls -             <ul style="list-style-type: none"> <li>0 references = 0</li> <li>2 to 5 references = <b>5</b></li> </ul> </li> </ul>	<p align="center"><b>5</b></p>

**GV2024 ANNEXURE L – BID EVALUATION CRITERIA**

<p>CAMA methodology and CAMA ability</p>	<ul style="list-style-type: none"> <li>Bidders methodology and ability in performing Computer Assisted Mass Appraisal (CAMA) and proof of success use of the system from different municipalities.</li> </ul> <p align="center">0 to 1 reference = 0 1 to 5 references = 5</p>	<p align="center"><b>5</b></p>
<p align="right"><b>TOTAL</b></p>		<p align="center"><b>100</b></p>

**SPECIFICATIONS FOR THE PROCUREMENT OF PRIVATE VALUERS**

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

**OBJECTIVES**

- To clearly define scope of work and what is required from the valuer
- Clear understanding of what data is to be collected and maintained
- To allow for constant monitoring and quality control
- To involve the valuation process with public awareness
- To ensure data is fully protected

To ensure compliance with the Promotion of Access to Information Act, Act 2 of 2000

- To improve valuation standards

To ensure consistency in the valuation process resulting in equality and fairness to the rate

- To win rate payer's confidence
- To ensure that suitably qualified and experienced valuers are appointed
- To ensure cost effective valuations
- Development and maintenance of an ongoing data base

**3. Information required for evaluation / assessment of proposals**

- The name of the consultancy

- The CVs and competence of professionals who will be involved in the project and details of any relevant experience in similar work.
- A clear identification of specialists to be employed in the project and their roles and responsibilities.
- Demonstrable track record of experience and expertise in similar projects;
- Understanding of the key issues outlined in the brief;
- The methodology and procedures effectively to achieve the project objectives.
- An outline of the work programme, key stages and schedule of activities based on meeting the deadline set including details of how and when the client will be kept informed of progress.
- A cost breakdown for undertaking the work – reference to Section “N” of the Bid quote document, table 1 and table 2 which must both be fully completed and reconciled to each other.

#### **4. Project Cost**

A detailed project costs breakdown including other relevant costs associated with the project should be provided which must comply with supply chain management pricing requirements and Section “N” tables 1 and 2 completed and submitted.

#### **5. Bid Rating**

For Bidders to be considered for the next phase of evaluation, a minimum of 70% (points) under functionality must be achieved thereafter the Municipality will refer the bids for further evaluation as per its supply chain management process. It should be noted that the Municipality is not obliged to appoint the Bidder obtaining the highest points in terms hereof.

#### **6. Preference Point Claim**

The Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, no 5 of 2000 and its associated regulations will apply accordingly when awarding points for B-BBEE status level of contribution. Preference points claim will be allocated in accordance with the minimum requirements of MBD 6.1.

#### **7. Declaration of Bidder’s Past Supply Chain Management Practice**

Bidders must complete the form MBD 8 & 9 which follows form MBD 6.1.

#### **8. Tendering Procedures**

The bid will be evaluated based on the criteria stated above and thereafter preferential point system shall apply. Detailed proposals must be forwarded to the Newcastle Municipality and be deposited in the tender box provided at the Reception Area, clearly endorsed **“Bid number: A073-2021/22 – PREPARATION OF GENERAL VALUATION ROLL, IMPLEMENTATION AND UPDATING / SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF 5 YEARS**, by no later than 12H00 on **25 August 2022** where bids will be opened in public.

The Newcastle Municipality does not bind itself to accept the lowest or any bid. The Council reserves the right to accept a bid as a whole or a portion thereof.

Prospective service providers are required to submit proposals with quotations in hard copy and no e-mailed or faxed proposals shall be accepted.

**9. FORMAL PRESENTATIONS**

Please note that the presentations may be requested by the Newcastle Municipality at their discretion.

## **17. ELIGIBILITY CRITERIA**

Bid offers will only be accepted if:

1. A valid Tax Compliance Status Pin or CSD Master Registration Number for verification;
2. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
3. The bidder has not:
  - a. abused the Employer's Supply Chain Management System; or
  - b. failed to perform on any previous contract and has been given a written notice to this effect;
4. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
5. The bidder is registered on the **Central Supplier Database**;
6. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
7. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
8. Prospective bidder comply with the requirements of the bid and technical specifications.
9. All returnable schedules are to be completed and all relevant certificates attached where indicated.
10. Copyrights in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised during the course of the consultancy service should vested with the Council – Newcastle Municipality.

**18. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER**

Employer (Name, Tel, Fax, Email)		Contact person (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



**19. DECLARATION BY BIDDER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	
<b>Witness 1</b>		<b>Witness 2</b>	