

# EMALAHLENI LOCAL MUNICIPALITY



## BID DOCUMENT FOR:

COMPILATION OF A NEW GENERAL VALUATION ROLL IN TERMS OF THE PROVISION OF THE MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] FOR IMPLEMENTATION ON 01 JULY 2023 AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE MATATIELE LOCAL MUNICIPALITY, FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029

BID NUMBER: ELM/5/03/2024T.

**BIDDER:**

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**BID PRICE:**

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**CLOSING DATE:** 26 APRIL 2024

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**CLOSING TIME:** 12:00 pm

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**PREPARED BY:**

SUPPLY CHAIN MANAGEMENT OFFICE  
EMALAHLENI MUNICIPALITY  
37 INDWE ROAD  
LADY FRERE  
5410  
Tel: [047] 878 0020  
Fax: [047] 878 0012

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**1. CHECKLIST**

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

<b>MBD 1 Invitation to tender?</b>	<b>Yes</b>		<b>No</b>	
<b>Authority to Sign a Bid</b> Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	<b>Yes</b>		<b>No</b>	
<b>Tax Clearance Certificate</b> Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?	<b>Yes</b>		<b>No</b>	
<b>MBD 3.1 (Pricing Schedule)</b> Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 4 (Declaration of Interest)</b> Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 6.1 (Preferential points claim form)</b>	<b>Yes</b>		<b>No</b>	
<b>MBD 7 (Contract Form – Rendering Services)</b> Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 8 (Declaration of Past Supply Chain Practices)</b> Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>MBD 9 (Certificate of Independent Bid Determination)</b> Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>SCHEDULE A – CONFIRMATION OF REGISTRATION OF TENDERER ON EMALAHLENI SUPPLIER DATABASE / NATIONAL TREASURY DATABASE</b>				
<b>SCHEDULE B – TENDERER'S PAST EXPERIENCE</b>				

<b>SIGNATURE</b>		<b>NAME</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			



### TENDER NOTICE

Bids are hereby invited from suitably experienced Service Providers for the project stated below:

BID NO	DESCRIPTION	ADVERTISING DATE	CLOSING DATE
ELM/5/03/2024T	<p>COMPILATION OF A NEW GENERAL VALUATION ROLL IN TERMS OF THE PROVISION OF THE MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] FOR IMPLEMENTATION ON 01 JULY 2023 AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE MATATIELE LOCAL MUNICIPALITY, FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029</p>	WEDNESDAY, 27 MARCH 2024	FRIDAY, 26 APRIL 2024 @ 12H00

Bid documents will be available from the **27 March 2024** on the Emalahleni Local Municipality Municipal Website: [www.emalahlenilm.gov.za](http://www.emalahlenilm.gov.za) and **E-TENDER PORTAL**.

Project enquiries shall be directed to **Mr. S Fokazi** on **072 690 9654/** at [fokazis@emalahlenilm.gov.za](mailto:fokazis@emalahlenilm.gov.za) during normal office hours (**08h00-16h30**) and all bidding enquiries shall be directed to **Mr. N Stemela** on **078 112 8036/** at [stemelan@emalahlenilm.gov.za](mailto:stemelan@emalahlenilm.gov.za) during normal office hours (**08h00-16h30**).

Completed bids and supporting documentation, placed in a sealed envelope clearly written on the outside as per the bid document, must be dropped in the marked bid box placed at the reception of the Emalahleni Local Municipality offices at 37 Indwe Road in Lady Frere not later than **12h00 pm on the dates as mentioned above**, all the received bids will be opened in public

**BIDS WILL BE EVALUATED ON THE BASIS OF RESPOSIVENESS FIRST THEN FUNCTIONALITY AND ONLY RESPONSIVE BIDS WILL BE EVALUATED ON PRICE AND SPECIFIC GOALS AT 80/20 POINTS BASIS AS INDICATED FROM THE BELOW TABLE.**

**FUNCTIONALITY: 100 points, Minimum qualifying points will be 80 for further evaluation**

EVALUATION CRITERIA	POINTS ALLOCATION
Pricing	80
Specific Goals	20

TOTAL	100
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ITEM	FUNCTIONALITY	ALLOCATED	TOTAL POINTS
1. Municipal Valuer must comply with Section 39 (1) of the MPRA	Registered as a professional valuer or professional associated valuer in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000 with experience as a municipal Valuer for – <p style="text-align: center;">1 to 3 years = 5 points  4 to 5 years = 10 points  6 and above = 15 points</p> To attach proof( certified certificate) of the years registered with South African Council for the Property Valuers Profession(SACPVP)		15
2. Bidders experience in carrying out a General Valuation and preparing valuation rolls for rating purposes in terms of the MPRA	Proof by supporting evidence confirming successful completion of a General Valuation and preparing valuation rolls (GV Project) <b>from a local or metropolitan municipality.</b> Signed appointment letter and reference letter by accounting officer must be attached as means of verification for each project. <p style="text-align: center;">1 to 2 GV Projects = 5 points  3 to 4 GV Projects = 10 points  5 and above GV Projects = 15 points</p>		15
3. Municipal Valuer experience in processing objections and defending appeals to valuations	Proof by supporting evidence confirming successful completion of General Valuation objections and appeals as the designated municipal valuer <b>from a local or metropolitan municipality.</b> Signed reference letters must be attached from the municipality/s confirming the successful processing of objections and appeals by the municipal valuer. <p style="text-align: center;">1 to 3 GV Projects = 5 points  4 or more GV Projects = 10 points</p>		10
4. GIS and Data Manager  NB: CV must clearly detail number of GV projects involved in	(a)Degree/Diploma(minimum NQF level 6) qualification as recognised by SAQA in Geographic Information Systems, Cartography and Environmental Sciences (with a focus on GIS). <b>Attach certified copies</b> (b) Detailed CV submitted with relevant experience in GV projects performing GIS and data management		15

with traceable references	<p>1 GV project = 5 points  1 to 3 GV projects = 10 points  more than 3 projects = 15 points</p>		
5. General Valuation Project plan and implementation methodology	<p>The bidder must provide a general valuation project plan and implementation methodology which must cover the following topics and activities –  Property register preparation, =1  Data collection,=2  Sales analysis and market reports,=1  Valuation of property,=2  GV Project management,=1  Objections and Appeals and=2  Stakeholder engagement =1</p> <p>NB: point per topic</p>		10
6. Quality Assurance (QA) Project methodology and plan	<p>Provision of a Quality Assurance (QA) implementation Plan with project phase details and process flow to include –  Property register / Valuation roll, =2.5  Data collection/Capture (QA), =2.5  Sales review, =2.5  Value review (QA) =2.5  <b>Gant chart</b></p>		10
7. Valuation Roll Management System (VRMS)	<p>Bidders Valuation Roll Management System (VRMS) licenced, functional and operational as per bid and bid specification.</p> <p>a. Singed Reference letters 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 -  1 to 3 references = 10  4 or more references = 15</p>		15
8. CAMA modelling projects - Development of CAMA models to support mass valuations  <b>NB:</b> Methodology to cover below topic	<p>Bidders must submit methodology detailing ability in performing Computer Assisted Mass Appraisal (CAMA) and the applicable data management required to support mass valuations.</p>		10

to gain full points :			
<ul style="list-style-type: none"> <li>• Computer Assisted Mass Appraisal (CAMA)</li> <li>• Data management to support mass valuations</li> </ul>			
<b>Total</b>		<b>100</b>	<b>100</b>

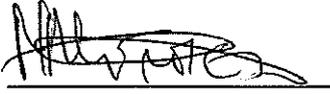
**SPECIFIC GOALS**

CATEGORY	VERIFICATION METHOD	Weighting
Women ownership ≥ 50%	ID copies of Directors, company registration, CSD report and shareholder certificates	10
Youth ownership ≥ 50%	ID copies of Directors, company registration, CSD report and shareholder certificates	10
<b>TOTAL POINTS</b>		<b>20</b>

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:**

- Bidders will be adjudicated in accordance with the Municipality Supply Chain Management Policy and the Specific Goal Preferential Procurement will be based on the 80/20 points system.
- The Validity period is 120 days from the closing date of bids.
- Submit a company registration certificate (C.K document).
- Bidders must submit a Tax Compliance status document with Pin issued by South African Revenue Services (SARS).
- Submit all director's certified ID copies as reflecting on the company registration document.
- Submit proof registration of **Full Central Supplier Database**.
- All municipal rates and taxes of the supplier must be paid where the business has its head or regional office. Latest billing clearance certificate or account statement not older than 3 months must be submitted with the bid, or if the property is being leased then lease agreement must be attached, failure to do so will result in the bid being disqualified.
- Fully Completed Tender Forms i.e., Form of Offer, all returnable **MBDs** –Part of the tender document. Return all returnable documents to the employer after completing them entirely by writing legibly in non – erasable ink.
- Only the original tender document will be accepted.
- All certified documents must not be older than three (03) months.
- All other pre-requisites as detailed in the bid documents shall apply.
- Failure to complete all the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned bids will not be considered.

- Emalahleni Local Municipality does not bind itself to accept the lowest or any bid and reserves the right not to accept the whole or any part of the bid.



**MR. N Mntuyedwa**  
**Acting Municipal Manager**

**FUNCTIONALITY FOR COMPILATION OF A NEW GENERAL VALUATION ROLL IN TERMS OF THE PROVISION OF THE MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] FOR IMPLEMENTATION ON 01 JULY 2023 AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE MATATIELE LOCAL MUNICIPALITY, FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029**

ITEM	FUNCTIONALITY	ALLOCATED	TOTAL POINTS
<p>9. Municipal Valuer must comply with Section 39 (1) of the MPRA</p>	<p>Registered as a professional valuer or professional associated valuer in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000 with experience as a municipal Valuer for –</p> <p style="padding-left: 40px;">1 to 3 years = 5 points 4 to 5 years = 10 points 6 and above = 15 points</p> <p>To attach proof( certified certificate) of the years registered with South African Council for the Property Valuers Profession(SACPVP)</p>		15
<p>10. Bidders experience in carrying out a General Valuation and preparing valuation rolls for rating purposes in terms of the MPRA</p>	<p>Proof by supporting evidence confirming successful completion of a General Valuation and preparing valuation rolls (GV Project) <b>from a local or metropolitan municipality.</b> Signed appointment letter and reference letter by accounting officer must be attached as means of verification for each project.</p> <p style="padding-left: 40px;">1 to 2 GV Projects = 5 points 3 to 4 GV Projects = 10 points 5 and above GV Projects = 15 points</p>		15
<p>11. Municipal Valuer experience in processing objections and defending appeals to valuations</p>	<p>Proof by supporting evidence confirming successful completion of General Valuation objections and appeals as the designated municipal valuer <b>from a local or metropolitan municipality.</b></p> <p>Signed reference letters must be attached from the municipality/s confirming the successful processing of objections and appeals by the municipal valuer.</p> <p style="padding-left: 40px;">1 to 3 GV Projects = 5 points 4 or more GV Projects = 10 points</p>		10
<p>12. GIS and Data Manager</p> <p>NB: CV must clearly detail number of GV projects involved in with traceable references</p>	<p>(a)Degree/Diploma(minimum NQF level 6) qualification as recognised by SAQA in Geographic Information Systems, Cartography and Environmental Sciences (with a focus on GIS). <b>Attach certified copies</b></p> <p>(b) Detailed CV submitted with relevant experience in GV projects performing GIS and data management</p> <p style="padding-left: 40px;">1 GV project = 5 points 1 to 3 GV projects = 10 points more than 3 projects = 15 points</p>		15

<p>13. General Valuation Project plan and implementation methodology</p>	<p>The bidder must provide a general valuation project plan and implementation methodology which must cover the following topics and activities –  Property register preparation, =1  Data collection, =2  Sales analysis and market reports, =1  Valuation of property, =2  GV Project management, =1  Objections and Appeals and =2  Stakeholder engagement =1</p> <p>NB: point per topic</p>		10
<p>14. Quality Assurance (QA) Project methodology and plan</p>	<p>Provision of a Quality Assurance (QA) implementation Plan with project phase details and process flow to include –  Property register / Valuation roll, =2.5  Data collection/Capture (QA), =2.5  Sales review, =2.5  Value review (QA) =2.5</p> <p><b>Gant chart</b></p>		10
<p>15. Valuation Roll Management System (VRMS)</p>	<p>Bidders Valuation Roll Management System (VRMS) licenced, functional and operational as per bid and bid specification.</p> <p>a. Singed Reference letters 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 -  1 to 3 references = 10  4 or more references = 15</p>		15
<p>16. CAMA modelling projects  -Development of CAMA models to support mass valuations</p> <p><b>NB:</b>  Methodology to cover below topic to gain full points :</p> <ul style="list-style-type: none"> <li>• Computer Assisted Mass Appraisal (CAMA)</li> <li>• Data management to support mass valuations</li> </ul>	<p>Bidders must submit methodology detailing ability in performing Computer Assisted Mass Appraisal (CAMA) and the applicable data management required to support mass valuations.</p>		10
<p><b>Total</b></p>		100	100

**NB: FUNCTIONALITY: 100 points, Minimum qualifying points will be 80 for further evaluation**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	ELM/5/03/2024T	CLOSING DATE:	26 APRIL 2024	CLOSING TIME:	12h00
COMPILATION OF A NEW GENERAL VALUATION ROLL IN TERMS OF THE PROVISION OF THE MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] FOR IMPLEMENTATION ON 01 JULY 2023 AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE MATATIELE LOCAL MUNICIPALITY, FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029					

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**  
 BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

EMALAHLENI Local Municipality 37 Indwe Road Lady Frere 5410					
<b>SUPPLIER INFORMATION</b>					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
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.	
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 WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<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
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.	

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:  
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. AUTHORITY TO SIGN

#### 1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

##### PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
---	-----	--	----	--

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms.

To sign this as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participati on	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



**MBD 3.1**  
**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

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

Name of Bidder: ..... Bid Number: .....

Closing Time: ..... Closing Date .....

OFFER TO BE VALID FOR **NINETY CONSECUTIVE (90) DAYS** FROM THE CLOSING DATE OF BID.

- REQUIRED BY: \_\_\_\_\_

- AT: \_\_\_\_\_

BRAND AND MODEL OFFERED \_\_\_\_\_

COUNTRY OF ORIGIN \_\_\_\_\_

- DOES THE OFFER COMPLY WITH ALL SPECIFICATIONS? **YES/NO\***

- IF NOT TO SPECIFICATION, INDICATE DEVIATION(S) AND SUBMIT FULL TECHNICAL DETAIL AND DRAWINGS ON DEVIATIONS

\_\_\_\_\_

\_\_\_\_\_

DELIVERY PERIOD: \_\_\_\_\_ DAYS/WEEKS/MONTHS

DELIVERY BASIS: \_\_\_\_\_ FIRM/NOT FIRM

\_\_\_\_\_

**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 positioning 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.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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.

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

3.8.1 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.

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

3.9.1 If yes, furnish particulars.....

.....

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 any other 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, trustees, managers, principle 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, trustees, managers, principle 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, principle 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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

---

I.....declare that the information provided is true and correct, the signature to this application is duly authorized and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Emalahleni Municipality

.....  
**SIGNATURE OF DECLARER**

**DATE**

.....  
**POSITION OF DECLARER**

**NAME OF COMPANY OF SERVICE PROVIDER**

Should the applicant have, in the opinion of the Emalahleni Municipality, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to this application, then the Emalahleni Municipality may, in its sole discretion:

- \* Ignore any bids without advising the bidder thereof
- \* Cancel any contract without prejudice to any legal rights the Emalahleni Municipality may have

**Should the applicant disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Emalahleni Municipality and such applicant.**

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Women ownership ≥ 50%</b>	10	
<b>Youth ownership ≥ 50%</b>	10	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company VAT Number:.....

4.5. Company registration number: .....

4.6. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

	..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....
	.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

2. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

3. The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES
.....
.....
DATE:.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....  
 accept your bid under reference number ..... dated..... for the rendering of services indicated  
 hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract,  
 within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....  
 ....
2. ....  
 ....

MBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(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 <i>audi alteram partem</i> rule was applied).</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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender 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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## 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.

**MBD 9**

**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.

<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.

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.

.....  
Signature Date

.....  
Position Name of Bidder

**11. CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_ (full name and ID no.), hereby acknowledge 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 the Emalahleni Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)  
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

<b>Signature</b>	<b>Position</b>	<b>Date</b>

COMMISSIONER OF OATHS	Apply official stamp of authority on this page:
<p>Signed and sworn to before me at _____, on Thi s _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p>	

## **4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT**

### **1. DEFINITIONS**

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.

1.15. "GCC" means the General Conditions of Contract.

1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. "Project site" where applicable, means the place indicated in bidding documents.

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

1.25. "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.27. "Tort" means in breach of contract.

1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

## **4. Standards**

4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

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

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

5.5.

## **6. Patent rights**

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

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1. 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

7.3.2. a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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 goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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 goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery**

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

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

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

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

#### **17. Prices**

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

## **18. Variation orders**

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**

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

## **20. Subcontracts**

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

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

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase 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:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that

his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of liability**

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

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

## **29. Governing language**

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**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. Notices**

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

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

### **32. Taxes and duties**

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

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

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**

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.

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 section 59 of 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.GENERAL CONDITIONS OF TENDER**

### **ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE**

1. No tender will be considered unless submitted on this EMALAHLENI tender document.
2. The whole original tender document, as issued by EMALAHLENI must be submitted. A tender will be considered invalid and will not be accepted, if any part of this tender document is not submitted.
3. Bidders must submit one tender offer only, either as a single tendering entity or as a member of a joint venture.
4. Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted.

5. Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the afore-going, failure to complete any compulsory portion of the tender document will result in the tender being declared non-responsive.
6. Tenders must be properly received and deposited, on or before the closing date and on or before the closing time, in the **Informal Tender Box** at the EMALAHLENI Supply Chain Management Unit ('SCMU') ..... If the tender document is too large to fit in the allocated box, please enquire at the reception for assistance.
7. EMALAHLENI accepts no responsibility for ensuring that tenders are placed in the correct tender box, and should a tender be placed in the incorrect tender box, it will be not accepted.
8. EMALAHLENI reserves the right to accept:
  - 8.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and EMALAHLENI is not obliged to accept the lowest or any tender.
  - 8.2 a tender which is not substantially or materially different from the tender specification.
9. EMALAHLENI shall not consider tenders that are received after the closing date and time, as specified in the tender advertisement.
10. EMALAHLENI will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.
11. EMALAHLENI may, after the tender closing date, request additional information or clarification of tenders in writing.
12. A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by EMALAHLENI within the time for submission stated in the written request for such clarification.
13. A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of EMALAHLENI after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal.
14. The tender shall be signed by a person duly authorised to do so.
15. Tenders submitted by joint ventures, consortia, partnerships shall be accompanied by a joint venture, consortium, partnership agreement, in which it is defined precisely the conditions under which the joint venture, consortium or partnership will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms of which it is formed, and any other information necessary to permit a full appraisal of its functioning.
16. Once the tender is awarded, all purchases will be made through an official EMALAHLENI order. Therefore, no goods must be delivered or services rendered before an official order has been forwarded to and accepted by the successful tenderer.
17. **Tender Evaluation**
  - 17.1 Tenders will be evaluated on functionality, should functionality criteria be made a requirement of this tender in the special conditions of tender set out in terms of reference of this tender document.

17.2 In the event that a functionality assessment is applicable to this tender, the minimum functionality score that a tender shall be required to obtain in order to be evaluated further shall be indicated in terms of reference of this tender document.

17.3 The tender will be evaluated for price and preference using the 80/20 preference points system, as follows :

Price	80
Specific Goal	20

17.4 Tenderers may tender with or without VAT depending upon whether or not they are VAT vendors. In the calculation of price points, VAT shall be removed from the tender offer of tenderers registered as VAT vendors, so that financial offers can be evaluated on a comparative basis as a price advantage cannot be afforded to tenderers who are not VAT vendors.

## 18. Test for Responsiveness

### 18.1 Invalid Tenders

Tenders shall be invalid if:

- (a) The tender is not sealed when submitted into the tender box.
- (b) The tender is not completed in non-erasable ink.
- (c) The form of offer has not been completed in every respect and signed by the tenderer.
- (d) In a two-envelope system, a tenderer fails to submit both a technical proposal and a separate, sealed financial offer.
- (e) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- (f) The tenderer is prevented from doing business with EMALAHLENI in terms of Regulation 38 and 44 of the Supply Chain Management Regulations (MFMA).

### 18.2 Non-responsive Tenders

Tenders will be declared as non-responsive and eliminated from further evaluation in the following circumstances –

- (a) The tender does not comply with the tendering procedures.
- (b) The tender has not achieved the minimum score for functionality as set out in the tender evaluation criteria, where functionality is applicable.
- (c) Where there are material deviations or qualifications to the tender which in EMALAHLENI's opinion would –
  - (i) Detrimentially affect the scope, quality or performance of the works, services or supply identified in the scope of works;

- (ii) Significantly change EMALAHLENI's or the tenderer's risks and responsibilities under the contract, or
  - (iii) Affect the competitive position of the tenderer, or other tenderers presenting responsive tenders, if it were to be rectified.
- (d) The tender will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to –
- (i) Comply with one or more of the conditions contained in the general or special conditions of tender;
  - (ii) Comply with the general conditions applicable to tenders as contained in the EMALAHLENI Supply Chain Management Policy;
  - (iii) Complete and/or sign any declarations and/or authorisations;
  - (iv) Register on the EMALAHLENI Supplier database;
  - (v) Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order, or written confirmation from SARS that suitable arrangements have been made with SARS.

**19. Clarification of tender offer after submission**

The tenderer must provide clarification of its tender offer in response to a request to do so from EMALAHLENI during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer may be sought, offered, or permitted.

**20. Provide other material**

The tenderer shall provide, on request by EMALAHLENI, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), or samples of materials, considered necessary by EMALAHLENI for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in EMALAHLENI's request, EMALAHLENI may regard the tender offer as non-responsive.

**21. Inspections, tests and analysis**

The tenderer shall, at the request of EMALAHLENI, provide access during working hours to its business premises for any inspections, tests and analyses as provided for in these tender conditions.

**22. Securities, bonds, policies, etc**

If required, the tenderer must submit for EMALAHLENI's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract.

**23. Imbalance in tendered rates**

23.1 In the event of tendered rates or lump sums being declared by EMALAHLENI to be unacceptable to it because they are either excessively low or high or not in balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to.

23.2 If after submission of such evidence and any further evidence requested, EMALAHLENI is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

23.3 The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by EMALAHLENI, but this shall be done without altering the tender offer as tendered for.

23.4 Should the Tenderer fail to amend his tender in a manner acceptable to EMALAHLENI, EMALAHLENI may reject the tender.

**24. Tender validity period**

24.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by EMALAHLENI for a period of 90 (ninety) days from the closing date or for such extended period as may be applicable.

24.2 The tender offer may not be amended during the aforesaid validity period.

24.3 In the event that an appeal in terms of the Municipal Systems Act No. 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until the finalisation of the appeal; unless the tenderer has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in clause 9 above will apply to such withdrawal.

24.4 A tenderer must be registered within 7 days of being requested to do so, failing which its tender shall be declared to be non-responsive.

24.5 It is each tenderer's responsibility to keep all the information on the EMALAHLENI Supplier Database updated. If any information required (e.g. tax clearance certificate, CIDB certificate, etc) is not valid or has expired, all transactions with the vendor may, in the sole discretion of EMALAHLENI, be suspended until such time as the correct, verified information is received.

**25. Tax clearance certificates**

25.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

25.2 Tenderers are therefore required to obtain a valid original Tax Clearance Certificate from the local SARS office where such tenderer is registered for income tax/VAT purposes.

25.3 It is the responsibility of each contractor/supplier who has been awarded a EMALAHLENI tender, to submit an updated tax clearance certificate to EMALAHLENI, should any current certificate expire during the contract period. Failure to do so will lead to the suspension of transactions with the supplier until a valid tax clearance certificate is received by SCMU.

25.4 Each party to a consortium, joint venture or partnership must comply with all of the above.

**26. Inducements, rewards, gifts and other abuses of the Supply Chain Management System**

26.1 No provider or potential provider of goods or services, or a recipient or potential recipient of goods disposed of or to be disposed of, may directly or indirectly commit any fraudulent act during the tender process or abuse the supply chain management system of EMALAHLENI.

26.2 Fraud and abuse of the supply chain management system is not permitted and may result in the tender being rejected, an existing contract being cancelled, blacklisting, and any other remedies available to EMALAHLENI as provided for in the Supply Chain Management Regulations.

**27. Declarations and authorisation**

Tenderers are required to complete all statutory declarations and authorisations in the schedules attached to this tender document failing which the tender may be declared non-responsive.

**28. Samples**

If the specifications require a tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the tender conditions.

**29. Alternative offers**

Alternative offers may be considered, provided that a tender free of qualifications and strictly in accordance with the bid document is also submitted. EMALAHLENI shall not be bound to consider alternative tenders.

**30. Alterations to tender document**

Tenderers may not make any alterations or additions to the tender document, except to comply with instructions issued by EMALAHLENI, or as are necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**31. Objections, Complaints, Queries and Disputes / Appeals in terms of Section 62 of the Systems Act**

**31.1 Objections, complaints, queries and disputes**

Persons aggrieved by decisions or actions taken by EMALAHLENI in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or compliant or query or dispute against the decision or action.

**31.2 Section 62 Appeals**

(a) In terms of section 62 of the Systems Act, a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority, may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of notification of the decision.

(b) An appeal shall contain the following:

- (i) The reasons and/or grounds for the appeal;
- (ii) The manner in which the appellant's rights have been affected;
- (iii) The remedy sought by the appellant.

**31.3 Lodging of appeals, objections, complaints, queries and disputes relating to this tender**

Appeals, objections, complaints, requests for information, queries and disputes must be submitted in writing to the Office of the Municipal Manager.....by email,

**32. SUBMISSION REQUIREMENTS**

- Prices quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.

### **33. Services to be provided**

The services required by the Contracting Authority are described in these Terms of Reference.

### **34. Participating and sub-contracting**

34.1 Participation in this bid is open to everyone.

34.2 Bids should be submitted by the same service provider or consortium, which has submitted the proposal on the basis of the above. **No change whatsoever in the identity or composition of the bidder is permitted.**

34.3 Short-listed service provider or consortia are allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract.

34.4 Sub-contracting will be allowed, only in so far as it was stated in the initial bid.

### **35. Duplication of bid document is prohibited.**

### **36. Contents of Bids**

36.1 Each bid must comprise of a Technical offer and a financial offer, each of which must be submitted separately.

### **37. Presentations / Adjudication**

37.1 The Evaluation Committee may call for presentation by the short-listed bidders, after having established its written provisional conclusions but before concluding the technical evaluation.

37.2 The date and time of any such presentation will be confirmed or notified to the short-listed bidders at least seven days in advance. If a bidder is prevented from attending presentation by force majeure, a mutually convenient alternative appointment may be arranged with the bidder. If the bidder is unable to attend this second appointment, its bids will be eliminated from the evaluation process.

### **38. Variant solutions**

38.1 Any variant solutions will not be taken into consideration.

**39. Cession**

39.1 **Cession agreement** will be entered to between the municipality and any Service Provider for Direct Payment.

**40. Penalties**

40.1 Failing to deliver within 14 working days after receipt of the appointment letter will imposed a penalty to the Services Provider.

**12. SCHEDULE A – CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE**

<b>TENDERER NAME</b>	<b>NATIONAL TREASURY DATABASE REGISTRATION NUMBER</b>

A tenderer who is not registered on the EMALAHLENI Supplier Database and National Treasury Database (CSD) is not precluded from submitting a tender; however, such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

Note:

**TENDERER'S SIGNATURE:** .....

**13. SCHEDULE B – TENDERER'S PAST EXPERIENCE**

Tenderers must furnish hereunder, details of similar works/service which they have satisfactorily completed in the past. The information shall include a description of the works/service, the contract value and the name of the employer. All the consultants/experts involved, must have at least performed three different projects in municipal Supply Chain Management environment; (Attach the Company profile / projects where team members were involved in and contactable references must clearly be reflected on the proposal.

SIMILAR COMPLETED / CURRENT PROJECTS						
PROJECT NAME	EMPLOYER	EMPLOYER NUMBER	TEL.	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED/ACTUAL COMPLETION DATE

.....

**DATE**

**SIGNATURE**

**SPECIFICATION FOR COMPILATION OF A NEW GENERAL VALUATION ROLL IN TERMS OF THE PROVISION OF THE MUNICIPAL PROPERTY RATES ACT, 2004 [ACT NO. 6 OF 2004] FOR IMPLEMENTATION ON 01 JULY 2023 AND THE MAINTENANCE OF SUCH VALUATION ROLL BY SUPPLEMENTARY VALUATION IN RESPECT OF ALL RATABLE PROPERTY SITUATED WITHIN THE AREA OF JURISDICTION OF THE MATATIELE LOCAL MUNICIPALITY, FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2029**

**SCOPE OF WORK**

The service provider must.

- 1.1 Perform thorough Data collection
- 1.2 Compilation of listing of all Properties
- 1.3 Producing the final general valuation roll for the period of 2024 -2029
- 1.4 Producing a supplementary valuation rolls as and when required by MPRA
- 1.5 Providing management with reports on progress
- 1.6 Attending to objections
- 1.7 Sitting for appeals

**EXPECTED OUTCOME**

The Service Provider must deliver the following deliverables:

**PROJECT WORK PROGRAM**

<b>Task ID</b>	<b>Part A, B and C : Deliverables and work program</b>
<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>

<b>Task ID</b>	<b>Part A, B and C : Deliverables and work program</b>
3.1	<p>Provision of functional and operational Valuation Roll Management System: Certification and operation demonstrated. Includes all data extracts / exports required at least monthly.</p> <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)
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.
<b>5</b>	<b>Project Sales Review; Market and Valuation Methodology Reports</b>
5.1	<p>Residential Contract Sales Review/Market Report &amp; Valuation Methodology Report: 1) Initial market report and (2) final market report and to include</p> <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>

<b>Task ID</b>	<b>Part A, B and C : Deliverables and work program</b>
5.2	Non-Residential (includes agricultural PSI and special property types) Contract Sales Review/Market Report/ Costs reports & Valuation Methodology Reports: 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
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)
5.7	General Valuation Appeals processing
5.8	General Valuation Appeal close out report: including count, value changes and GIS spatial layer update (including Year 1)
5.9	Collection and upload of photographs (JPEG format and 2 photos per building). To be priced on a rate per property if required.
6	<b>Data collection RESIDENTIAL</b>
6.1	Develop and submit Data Collection/Data Capture methodology and a digitised building footprint GIS methodology plan
6.2	Prepare & submit data collection and data capture training manuals & Data collection forms per property type
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>
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)

<b>Task ID</b>	<b>Part A, B and C : Deliverables and work program</b>
7.4	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
<b>8</b>	<b>Data collection NON RESIDENTIAL</b>
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
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
<b>9</b>	<b>Non Residential Valuations</b>
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)
9.4	Provide data extracts in terms of the MPRA (s85), applicable standards and the bid specifications
<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. 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
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
<b>11</b>	<b>General Valuation Objections / Appeals processing and management</b>
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

Task ID	Part A, B and C : Deliverables and work program
11.3	<p>Process Appeals GV</p> <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
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
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 synchronised. 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).</b>
12.1.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79
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 synchronised. 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)</b>
12.2.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79
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>

<b>Task ID</b>	<b>Part A, B and C : Deliverables and work program</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)</b>
12.3.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79
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)</b>
12.4.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79
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>
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 after GV effective date)</b>
12.5.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79
13	<b>Valuation roll management system (VRMS) (Available, licenced and functional as per bid and bid specifications)</b> 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)

## KEY TASK FUNCTIONS

The Tenderer(s) will be required to follow the stages set out below and adhere to the following deadlines:

			Guideline periods
STAGE	DESCRIPTION	DEADLINE DATE	PERIOD
1	Initial data collection: download deeds information; valuation rolls; establishment of master files; compare the newly created property master file and the existing municipal valuation records.	June 2024 To July 2024	2 months
2	Valuers must start to collect new data for valuations: including inspections; data capture; sales; measurements; rentals; expense ratios etc. Submit draft valuation roll.	1 August 2024 To 31 November 2024	4 months
3	Compiling valuations: internal monitoring of valuations including accuracy of data; review of sales and valuations between date of commencement and date of valuation; correction of roll.	December 2024	1 month
4	Submission of draft valuation roll to Municipal Manager	20 December 2024	1 month
5	Submission of final certified valuation roll to Municipal Manager	31 January 2025	1 month
6	Objections process as per MPRA	22 February 2025 To 30 April 2025	2 months
7	Lodging of Appeals on outcome of objections	1 March 2025 To 31 May 2025	3 months
8	Hearings: Attend Valuation Appeal Board hearings	Dependent on Valuation Appeals Board appointment	Unknown
9	Attending to all valuation enquiries	1 June 2025 To 19 June 2025	1 month
10	Submission of all data and copies thereof to the Municipality.	20 June 2025	1 month

## 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.

## DEFINITIONS

**Date of Valuation:** shall mean the Date of Valuation as determined by municipality in terms of the Act;

**Date of Draft Submission:** shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs;

**Date of Final Submission:** shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);

**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 e.g. Malls
- Hotels
- Conference Centres
- Quarries
- Mines
- Grain Depots
- Private Hospitals
- Provincial and/or State buildings such as Civic Centres, Prisons etc.
- Airports, Harbours and Stations
- Steel Manufacturer e.g. Iscor
- Cement Factory

Bidder 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 recognized 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;

**Data and Information:** includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs,

field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;

**Data Ownership:** all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;

**Data Transfer:** all data utilised and/or collected by 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;

**Property Register:** shall be defined as a Property Register 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 Register on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Register 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 property register 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 property register and/or the valuation rolls of the municipality. The property register and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the property register and/or valuation roll.

**INFORMATION TO BE PROVIDED BY THE MUNICIPALITY**

(1) The current valuation roll was implemented on 1 July 2017 and will expire on 30 June 2023 with an extension from COGTA until 30 June 2025.

During the period of the valuation roll, Five (5) supplementary valuation rolls have been produced with the last supplementary valuation roll having been published in the provincial gazette in terms of the MPRA section 49.

(2) The Municipality shall provide the following information –

(a) Information on data availability and confidence levels 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 Emalahleni Local Municipality EC136 - Current Roll properties:

Category of Property (Code)	Category of Property (Description)	Roll Count	Total Roll Extent (m <sup>2</sup> )	Total Roll Value (R)
Farm	Agricultural properties	1449	1616008514	754 264 004.00
Business	Business and commercial properties	206	305083	179 631 303.00
Cemetery	Cemetery	1	6161	76 000.00
Church	Churches	48	112977	27 972 701.00
Consolidated erven	Consolidated erven	38	38	38.00
Government	Government	0	0	-
Industrial	Industrial properties	4	63905	1 784 000.00
Municipal	Municipal properties	25	1163358	31 833 300.00
Museum	Museum	3	1605	4 873 000.00
Public Open Space	Public open space	1	97	4 100.00
Public Service Infrastructure	Public service infrastructure properties	56	102027108	2 139 000.00
Public Service Purposes	Public service purposes properties	107	1118697	341 276 600.00
Residential	Residential properties	5433	2789528	456 254 900.00
Sports	Sports	1	6030	389 000.00
Sportsfield	Sports field	2	85945	512 000.00
Vacant Land	Vacant land	447	48213967	29 098 800.00



(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.

## **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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Measures of data quality will be against –

- (i) administrative data of the property and ownership,
- (ii) category of property; and
- (iii) Market, cost, building and land data.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Valuation quality and accuracy must be maintained by –

- (a) undertaking a sales review;
- (b) undertaking a value review;
- (c) observing the International Valuation Standards (IVS);
- (d) observing the technical standards of the International Association of Assessing Officers (IAAO) as well as any valuation standards, methods and guidelines developed and adopted by 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.

**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 SEBATA or any Treasury Approved system at the time to ensure that the roll and financial systems can be and are synchronised.

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

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

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

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

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

(e) report by exception of mismatches of new valuation roll to existing financial system and valuation roll data;

(f) sales report per homogeneous area.

(g) generating the valuation roll directly from the valuation system in the required format prescribed by the MPRA and regulations.

(h) able to generate and print Section 49(1) notices

(i) able to generate and print Section 78 (5) supplementary valuation notices of review results

(j) able to generate and print Valuation Certificates

(k) able to generate and print Section 78 (5) notices of supplementary changes

(l) able to generate and produce reports as contemplated in terms of section 34 and 81 reporting.

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

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

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

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

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

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

**(10) Audit trail**

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

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

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

**(12) VRMS provision by municipality**

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

**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.

## 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 and the associated GIS attribute table must comply with the specified structure, format and content;

(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 (valuation roll) must have a captured and maintained unique property identifier, specified as the 21 Digit Surveyor General 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 .

(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 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;
- (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.

## **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) 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".

(c) 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.

(d) Aerial photography (orthophoto mosaics) must be supplied and delivered by the service provider to the municipality with the certified GV valuation roll in accordance with the bid specifications. 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 and the data availability and quality confidence levels, 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,
- (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 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,
- (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 2025.

(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 Report**

(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.

The Guidance: Market Report Format and Content to be followed to enhance uniformity and standardisation in the bid specification document. 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 prepared, 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) Specimen Data collection forms designed, developed, and applied for general valuation.
- 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.

(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.

## **(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)

#### **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.

#### **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 are the minimum data to be collected, captured, prepared and handed over in terms of the bid specifications namely –

- 1) General Valuation (GV) Roll certified extract GV year
- 2) Consolidated Valuation Roll (current roll) extract
- 3) Valuation Roll GIS cadastral Layer (ESRI shape file format)
- 4) Property data extract.
- 5) General Valuation Sales File and GIS sales cadastral file extract

(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 at least two months before final delivery of the certified valuation roll to allow for review by the municipality.

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

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

(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 2025.

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

(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 SEBATA.

(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.

### **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

## **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 an 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

### **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 EC 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 SEBATA.

(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 (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 (Objections), (Appeals) and 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.

#### **PROJECT MANAGEMENT**

- The Service Provider will work very closely with the Emalahleni Local Municipality Manager: Revenue and Expenditure and Team.

#### **PROJECT TIMEFRAME**

- The project shall last for five (5) years for total cost of ownership and thereafter the Service Provider is expected to sign a five (5) year support and maintenance agreement.

#### **SPECIFICATION**

##### **1. VALUATION SUMMARY**

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

##### **2. SUPPLEMENTARY VALUATIONS:**

1<sup>st</sup> Supplementary valuation roll is compulsory with no cost to the municipality as it is treated as corrections to the General Valuation roll.

The subsequent Supplementary Valuation rolls will be compiled on an annual basis for the duration of the General Valuation roll and the cost of each Supplementary should be based on the number of properties for each Supplementary Valuation.

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

Municipality will require that Bidder to maintain 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.

The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees .

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 MPRA.

### **3. OBJECTIONS**

Bidder must comply with the provisions of sections 51, 52 & 53 of the Act.  
The cost of complying with the objection process

The Bidder must attend all hearings of the valuation appeal board hearings.  
The costs of attending to the hearings

### **4. DATA COLLECTION AND DATA COLLECTION SYSTEMS**

Bidder will be fully responsible for the obtainment of all data necessary. The 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 by the Provincial Valuers in terms of Section 81 and Section 82 National Department (COGTA)

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

If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give Bidder 30 days written notice setting out their findings and request Bidder to rectify such default, failing which municipality shall be entitled to cancel this tender 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 use (if applicable)
- Name of owner (including part owners)
- Street address (where available)
- Zoning and use

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

#### **14.1 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

#### **14.2 SECTIONAL TITLE RESIDENTIAL SCHEMES**

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

#### **14.3 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

#### **14.4 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

#### **14.5 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.

#### **14.6 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.

#### **14.7 URBAN VACANT LAND**

Adverse features  
Positive features  
Topography/slope  
Soil conditions  
Services  
View

#### **14.8 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.

#### **14.9 REGISTERED LEASES**

Salient features of the lease.

#### **14.10 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.

#### **14.11 GENERAL**

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

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

This requirement will apply to the compilation of the valuation roll as well as the 1<sup>st</sup> compulsory supplementary valuation roll.

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

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

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

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

All data collected will be internally monitored, verified and checked by the Provincial Valuers for Municipality on an ongoing basis in terms of Section 81 and Section 82 of the Act (MPRA)

The municipality does not guarantee the accuracy or correctness of any data supplied to by the 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.

#### **15. 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 Bidder and what data it requires Bidder to obtain at their cost (Indicate with a tick what is applicable)

**14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL**

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>BIDDER TO PROVIDE/OBTAIN</b>
1.	Building plans	# #	
2.	Bulk deeds download at commencement date	# #	
3.	Cadastre		# #
4.	Copies of all offers received to purchase and/or lease Municipal properties	# #	
5.	Copies of all sales/rental agreements relating to properties sold by municipality	# #	
6.	Copies of all consent use applications received, approved or declined	# #	
7.	Copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	# #	
8.	Copies of all approvals and/or rejections by municipality of the above	# #	
9.	Copies of all policy decisions relating to immovable property within municipality	# #	
10.	Copies of water and electricity deposits relating to properties not previously connected	# #	

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>BIDDER TO PROVIDE/OBTAIN</b>
11.	Development Plan	# #	
12.	Aerial photographs/satellite imagery		# #
13.	Monthly clearance certificates	# #	
14.	Monthly Deeds downloads		# #
15.	Monthly Deeds downloads		# #

16.	Occupation Certificates where available	# #	
17.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	# #	
18.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements		
19.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	# #	
20.	Town planning scheme	# #	
21.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	# #	

### 14.3 SUPPLEMENTARY VALUATION ROLL

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

#### DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE/OBTAIN
1.	Building plans and schedule of monthly completed buildings.	# #	
2.	Cadastre monthly updates		# #
3.	Monthly copies of all offers received to purchase and/or lease Municipal properties	# #	
4.	Monthly copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	# #	
5.	Monthly copies of all consent use applications received, approved or declined	# #	
6.	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	# #	

7.	Monthly copies of all approvals and/or rejections by municipality of the above	# #	
8.	Monthly copies of all policy decisions relating to immovable property within municipality	# #	
9.	Monthly copies of water and electricity deposits relating to properties not previously connected	# #	
10.	Monthly copies of water and electricity deposits relating to properties not previously Connected	# #	

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

**Note:** Where the municipality fails to provide the Bidder with any of the information it undertakes to do so in terms hereof resulting in delays being incurred in the compilation of the supplementary valuations and/or the supplementary

valuation rolls, Bidder will not be held liable for any such delays. Bidder will however be held fully liable for any delays in the submission of supplementary valuations to the municipality.

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

#### 15. PRINTING AND BINDING OF ROLLS

Bidder shall be responsible for providing 3 hard copies and 3 electronic copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.

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

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

#### 16. VALUATION SYSTEM

Bidder shall satisfy municipality that its valuation system will adequately be capable of not only producing the valuation rolls, but also **storing historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2000**. The minimum, requirements of this is:-

**16.1 If a mass valuation system is used by Bidder, the system must be compatible with the valuation system of the municipality if applicable.**

**16.2 The valuation system must be compatible with the financial system utilized by the municipality as well as other management systems that are affected by the valuation process.**

**16.3 The valuation system must be compatible with the billing system of the municipality**

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

**16.5 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.**

**16.6 In the case of property data  
The valuation system must be able to store changes relating to inter alia:-  
Land use, zonings, size, sub divisions, consolidations, excisions, notarial ties etc.**

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

**16.7 In the case of Valuations**

**All current and future valuations**

**All changes to valuations to be historically reflected**

**Ability to produce monthly supplementary rolls for auditing and checking purposes**

**16.8 Objections**

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

Name of objector

Name of owner

Objection number

Entry required by objector

Decision of valuer

Reasons of valuer

Decision of appeal board

Existing valuations and valuations reflected in the valuation roll

Adjustments made by the appeal board

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

**16.9 Other**

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

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

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

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

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

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

**17. DATA BACK UP AND DISASTER RECOVERY PLAN**

All data collected by Bidder is the property of the municipality.

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

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

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

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

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

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

- Bidder will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.
- Bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- Bidder shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third party data.
  
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
  
- Bidder will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.
  
- Bidder will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Bidder(s) appointed network administrator/s only.
  
- Bidder will ensure strong password protection at the administrator level on the servers referred to in this section.
  
- Bidder(s) will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Bidder's infrastructure or appointed third party service provider's infrastructure.
  
- Bidder will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
  
- Bidder may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
  
- Bidder will ensure that all data is backed up on a daily basis and verified.
  
- Bidder will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.

- Bidder will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- Bidder will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- Bidder will ensure that this backup cycle be enforced for the duration of the tender.
- Bidder will adhere to and implement the backup software vendors 'best practice' specifications.
- Bidder will adhere to and comply with the backup hardware manufacturers specifications.
- Bidder will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

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

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

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

## **17.1 DATA TRANSFER**

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

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

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

Bidder may utilise optical based media technology for archiving purposes.

Bidder may utilise optical based media technology for data presentation.

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

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

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

## **17.2 GENERAL**

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

## 18. KEY TASK FUNCTIONS

The Tenderer(s) will be required to follow the stages set out below and adhere to the following deadlines:

			Guideline periods
STAGE	DESCRIPTION	DEADLINE DATE	PERIOD
1	Initial data collection: download deeds information; valuation rolls; establishment of master files; compare the newly created property master file and the existing municipal valuation records.	June 2024 To July 2024	2 months
2	Valuers must start to collect new data for valuations: including inspections; data capture; sales; measurements; rentals; expense ratios etc. Submit draft valuation roll.	1 August 2024 To 31 November 2024	4 months
3	Compiling valuations: internal monitoring of valuations including accuracy of data; review of sales and valuations between date of commencement and date of valuation; correction of roll.	December 2024	1 month
4	Submission of draft valuation roll to Municipal Manager	20 December 2024	1 month
5	Submission of final certified valuation roll to Municipal Manager	31 January 2025	1 month
6	Objections process as per MPRA	22 February 2025 To 30 April 2025	2 months
7	Lodging of Appeals on outcome of objections	1 March 2025 To 31 May 2025	3 months
8	Hearings: Attend Valuation Appeal Board hearings	Dependent on Valuation Appeals Board appointment	Unknown
9	Attending to all valuation enquiries	1 June 2025 To 19 June 2025	1 month
10	Submission of all data and copies thereof to the Municipality.	20 June 2025	1 month

**19. METHODS OF PAYMENT:**

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

<b>Stages of Payment of Invoices</b>	<b>Portfolio of Evidence POE</b>	<b>Payment progress</b>
<b>Stage 1: DOCUMENTATION</b>	Bulk Deeds download, Aerial photographs as per stage 1 on tender specification	10% of Contract amount
<b>Stage 2: DATA COLLECTION AND CAPTURING</b>	Obtained relevant data applicable to specific property types and market data	20 % of Contract amount
<b>Stage 3: VALUATION COMPILATION</b>	Analysis of all data, Valuation report	20% of Contract amount
<b>Stage 4: SUBMISSION OF DRAFT ROLL</b>	Draft roll submitted to the Steering Committee	5% of Contract amount
<b>Stage 5: SUBMISSION OF CERTIFIED ROLL by 31 January</b>	Certified roll to be submitted to the Municipal Manager	5% of Contract amount
<b>Stage 6: ISSUING OF SECTION 49 (1) (a), (i),(ii), (b) &amp; (c) AS PER MPRA</b>	Government Gazette Copy of the advert of the valuation roll Extracts of the valuation roll	20% of Contract amount
<b>Stage 7: OBJECTION REVIEW PROCESS</b>	Proof of attendance for all objection process as per the MPRA Written reasons for adjustments	5% of Contract amount
<b>Stage 8: VALUATION APPEALS BOARD HEARINGS</b>	Proof of attendance of all the sittings of Valuation Appeals Board.	5% of Contract amount
<b>Stage 9: CONDUCT AND SUBMISSION OF 1<sup>st</sup> COMPULSORY SUPPLEMENTARY VALUATION ROLL UP TO THE APPEAL PROCESS OF THE SAME</b>	Submission of 1 <sup>st</sup> Supplementary Valuation roll	Nil
<b>Stage 10: SUBMISSION OF CLOSE-OFF REPORT BY 31 OCTOBER</b>	Submit all the documentation (soft and hard copies) used for the preparation of the valuation in terms of section 85 of MPRA	10% of Contract amount
<b>TOTAL</b>	100% of the contract amount	

## Project Costs and Schedule

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

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### 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				
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).	1 x Report			
12.1.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79				
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).	1 x Report			
12.2.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79				
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).	1 x Report			

**SECTION N OF BID DOCUMENTS**

Item	Description	Unit	R amount (incl VAT)	Total Number	Total Cost
12.3.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79				
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)				
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).	1 x Report			
12.4.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79				
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).	1 x Report			
12.5.3	Source and supply MONTHLY deeds office transfer data (ownership and sales data) extracts for the updating of the valuation roll - sections 77, 78 and 79				
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>					

**SECTION N OF BID DOCUMENTS**

Item	Description	Unit	R amount (incl VAT)	Total Number	Total Cost
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Attach : Statement of Account as at end of each progressive Supplementary Valuation Roll certified and submitted.

**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	<i>Total number and value of appeals heard and <b>unchanged</b> by the appeal board.</i>		
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Note: To provide evidence of adjustments to the roll and rates in terms of Section 69 and 55 of the MPRA.



**ANNEXURE E**

**DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY EMALAHLENI LOCAL MUNICIPALITY)**

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the EMALAHLENI LOCAL MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of EMALAHLENI LOCAL MUNICIPALITY, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

Do you, or any person have any relationship (family, friend, other) with a person employed with the EMALAHLENI LOCAL MUNICIPALITY or its Emalahleni Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

**Yes/No**

If so, state particulars

Are you or any other person connected with the bid, employed by any organ of State?

**Yes/No**

If so, state particulars

.....  
**SIGNATURE OF DECLARER**

.....  
**DATE**

.....  
**POSITION OF DECLARER**

.....  
**NAME OF COMPANY OR BIDDER**

**DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

I..... declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Emalahleni Local Municipality.

.....  
**SIGNATURE OF DECLARER**

.....  
**DATE**

.....  
**POSITION OF DECLARER**

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

Should the bidder have, in the opinion of the EMALAHLENI LOCAL MUNICIPALITY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the EMALAHLENI LOCAL MUNICIPALITY may, in its sole discretion:

- \* Ignore any bids without advising the bidder thereof
- \* Cancel the contract without prejudice to any legal rights the EMALAHLENI LOCAL MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the EMALAHLENI LOCAL MUNICIPALITY and such bidder.

**BID CHECK LIST**

All Emalahleni Local Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. All sections requiring information have been completed.
7. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
8. The bid document is submitted before 12h00 on the due date at the designated bid box of Emalahleni Local Municipality.