

INFORMATION STATEMENT IN TERMS OF SECTION 33(1)(a)(i)(aa) OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, NO 56 OF 2003 RELATING TO THE CONTRACT THAT DRAKENSTEIN MUNICIPALITY (“THE MUNICIPALITY”) INTENDS ENTERING INTO A CONTRACT FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL 2020 AND SUPPLEMENTARY VALUATION ROLLS FOR A 5½ YEAR PERIOD

TENDER NO: INC 2/2019

TENDER DESCRIPTION: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL 2020 AND SUPPLEMENTARY VALUATION ROLLS FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2025

In terms of section 33 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 that Drakenstein Municipality (“the Municipality”) intends to enter into a contract for the compilation and maintenance of the General Valuation Roll 2020 and Supplementary Valuation Rolls for a period of five and a half (5½) years. The contract will impose financial obligations on the Municipality for a period longer than the three years covered in the annual budget for the 2019/2020 financial year.

1. PURPOSE

The Municipality intends on entering into a contract with a supplier for the compilation and maintenance of the General Valuation Roll 2020 and Supplementary Valuation Rolls.

2. TERM OF THE CONTRACT

The contract will be over a period of five (5) years.

3. OBLIGATIONS

The supplier shall compile and maintain the General Valuation Roll 2020 and Supplementary Valuation Rolls which adheres to the Terms of Reference of tender INC 2/2019, which is included as an annexure to this information statement.

The municipality shall pay the supplier on a progress basis measured against performance of each of the stages.

4. INVITATION FOR PUBLIC COMMENT

The local community and other interested parties are invited to submit comments or representations to the Municipality in respect of the proposed contract. Such comments or representations must reach the Municipality by 17 February 2020 via electronic email or via postal mail at the addresses provided hereunder.

| PHYSICAL ADDRESS | MAILING ADDRESS |
|--|---|
| Drakenstein Municipality Directorate: Finance 3rd floor Berg River Boulevard PAARL | Drakenstein Municipality PO Box 1 PAARL 7622 |
| SUBMISSIONS MUST BE MARKED AS: TENDER INC 2/2019: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL 2020 AND SUPPLEMENTARY VALUATION ROLLS FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2025 | |

Further details may be requested via email to Mr A Abrahams on andrea@drakenstein.gov.za or on telephone number 021-807 4515.

Persons who are physically disabled or unable to write but need to participate in the process, may present themselves during office hours at the offices of the Municipality listed above where a staff member will assist them to transcribe the relevant comments or representations.

DR JOHAN LEIBBRANDT
CITY MANAGER

**PART B: TERMS OF REFERENCE, PRICING SCHEDULE AND CHECKLIST
FOR COMPLETENESS**

TERMS OF REFERENCE

The following terms of reference are applicable and must be complied with:

- 1. Bidder must be a registered professional valuer or professional associated valuer in terms of the Property Valuers Profession Act, Act 47 of 2000.
- 2. The successful bidder must provide the municipality with a certified copy of his/ her board registration.
- 3. Proof must be supplied of previous similar projects.
- 4. Data back up and Disaster Recovery Plan

The minimum level of data protection and recovery plan must be as set out under paragraph **18 in terms of the Special Bid Specifications.**

In the event of Bidder not wishing to conform to such standard, Bidder shall attach a complete proposal in this regard. The municipality shall not be obliged to accept such proposal of Bidder and the municipality reserves the right to refer the proposal of Bidder for evaluation by a recognized expert in the field of data backup and recovery.

- 5. Compliance and adherence to tender specifications and conditions.

I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

.....

Name (print)

.....

Signature

.....

Capacity

.....

Date

TECHNICAL SPECIFICATIONS INDEX

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FORM "A"**GENERAL UNDERTAKINGS BY THE BIDDER****DEFINITIONS:**

| | |
|--------------------------------------|---|
| "Act" | means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations promulgated in terms of Section 83 thereof; |
| "Assistant Municipal Valuer" | means a valuer as defined in terms of Section 39 (2) of the Act; |
| "Commencement Date" | shall mean the first day following the signature date; |
| "Final Delivery Certificate " | means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this Bid; |
| "Letter of Acceptance" | means the written communication by the municipality to the Bidder recording the acceptance by the municipality of the Bidder(s) Bid subject to any further terms and conditions to be included in the Bid by agreement between the Bidder and the municipality; |
| "Municipality" | shall mean DRAKENSTEIN MUNICIPALITY ; |
| "Municipal Valuer" | means a valuer as defined in terms of Section 39 (1) of the Act; |
| "Nominated Person" | means a valuer nominated by the Bidder who will comply with either the provisions of Section 39 (1) or |
| "Section" | means a Section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of Section 83; |
| "Signature Date" | means the date of the signed letter of acceptance; |
| "Substitute Nominated Person" | means the person nominated to substitute the Municipal Valuer; |
| "Bid" | shall include: the form of Bid and declaration, general Bid conditions, Bid specifications, all schedules and proposals completed and submitted by the Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto: |
| "Bidder" | means the Bidder whose Bid has been duly accepted by the municipality; |
| "Validity Period" | means 180 days from the closing date of this Bid; |

INTERPRETATION:

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

I/We hereby Bid,

to supply all or any of the requirements or to render all or any of the services described in the attached forms, schedules and/or annexures to the municipality;

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

at the prices and on the Bids regarding time for delivery and/or execution inserted therein.

I/We agree further that:

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

this Bid and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexures attached hereto with which I am/we are fully acquainted;

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

if I/we withdraw my/our Bid within the period for which I/we have agreed that the Bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the municipality may, without prejudice to its other rights, agree to the withdrawal of my/our Bid or cancel the contract that may have been entered into between me/us and the municipality; in such event I/we shall then pay to the municipality any additional expense incurred by the municipality for having either to accept any less favourable Bid or, if fresh Bids have to be invited, the additional expenditure incurred by the invitation of fresh Bids and by the subsequent acceptance of any less favourable Bid;

the municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other Bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other Bid or contract pending the ascertainment of the amount of such additional expenditure the municipality may retain such monies, guarantee or deposit as security for any loss the municipality may sustain, as determined hereunder, by reason of my/our default.

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

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

I/We have satisfied myself/ourselves as to the correctness and validity of this Bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s)

and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

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

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

Signature:*(of person authorized to sign the Bid):*

Name:*(of signatory in capitals):*

Capacity:*(of Signatory):*

FORM "B"**GENERAL BID CONDITIONS**

1. All Bidder(s) are hereby advised that in the event that the Bid is accepted by the municipality all conditions and stipulations set out in this Bid and in all forms, schedules and/or annexures thereto, will be the contract between the Bidder and the municipality.
2. Failure on the part of the Bidder to sign this Bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, **may in the sole discretion of the municipality invalidate the Bid.**
3. If any of the conditions on this Bid form are in conflict with any special conditions, stipulations or provisions incorporated in the Bid, such special conditions, stipulations or provisions shall apply.
4. Bid prices must be completed in terms of "**Schedule MBD 3.3**" of the Bid document.
5. The municipality shall not be obliged to accept the lowest or any Bid. Bidder(s) will be fully evaluated in terms of their experience, human resources, IT resources, data protection and recovery policy, **local empowerment and social responsibility plan** and the valuation system utilised by them. In this regard Bidders will have to obtain a minimum rating of 80% for functionality before the Bid is considered by the relevant Bid Committee of the municipality. Whilst price is a consideration, it will not form part of the initial evaluation/qualifying process.
6. It is important that only Bidder(s) with the necessary experience, qualifications and technical ability to carry out the requirements of this Bid submit Bids in regard hereto. The Municipality will consider all prices and submissions made by the Bidder(s). Should the municipality during its consideration of the Bids require that a specific price and/or submission be reconsidered; it reserves the right to do so, subject to the municipality requesting all Bidder(s) to submit such a request or revision of the Bid Proposal. The municipality shall not be obliged to accept the Bidder that has obtained the maximum number of points in terms of Clause 24.
7. A Bidder will be required to meet the following criteria, excluding those required in terms of legislation, regardless of the fact that more than **80%** have been scored:
 - Qualification(s) as required in terms of Section 39 of the MPRA 2004; or
 - Valuation system as required in Clause 16 (p70 to p72)
8. The Bidder undertakes that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by-laws of the municipality that might have application on the Bidder(s) activities in terms hereof.
9. Neither the municipality nor any official in the municipality will be held responsible for loss of a potential opportunity to Bid due to the failure of the Bidder complying with any of the requirements of this Bid.

10. The covering letter or other matter submitted with the official Bid document may explain, amplify or illustrate, but not replace any part of the official Bid document or the information furnished therein.
11. All data supplied by the municipality will be received by the Bidder at his risk. It will be the responsibility of the Bidder to check and verify the accuracy of data supplied by the municipality. The municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.
12. Bidder shall further ensure that notwithstanding the source of any data obtained or supplied to Bidder, such data is accurate and correct to enable accurate valuations to be compiled.
13. The Bidder will be held responsible for any actual financial loss or potential loss of budgeted income due to an incorrect determination of a valuation as a result of any negligence during the calculation of the valuation.
14. Only Bids submitted by Companies/Close Corporations owned by Professionals or have Professionals in their service, registered in terms of the SA Property Valuations Professions Act, 47 of 2000, will be considered.
15. **All Bidders are required to attend a compulsory briefing session on 03 October 2019 at 14h00 in the Small Committee Room, Civic Centre, Berg River Boulevard Paarl. Failure to attend such briefing session will disqualify any Bidder from participating in the Bidding process.**
16. Neither the municipality nor any official in the municipality shall be held responsible for the loss of a possible opportunity to bid due to the bidder's non-compliance of the Bid requirements.

FORM "C"

SPECIAL BID SPECIFICATIONS

BID NO INC2/ 2019

THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2021 TO 30 JUNE 2025 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004)

1. INTRODUCTION

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

- PAARL
- WELLINGTON
- MBEKWENI
- GOUDA
- HERMON
- SARON
- BOSCHENMEER GOLF ESTATE
- PEARL VALLEY GOLF ESTATE
- VAL DE VIE POLO ESTATE
- DRAKENSTEIN RURAL (INCLUDING THE HERMON AND SIMONDIUM SETTLEMENTS)
- BAINSKLOOF
- INCLUDING ALL SECTIONAL TITLES SCHEMES IN THE ABOVE AREAS

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

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

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

Bidder(s) will be required to prepare a strategic approach paper and a detailed project work plan containing work to be done in each stage of the valuation process in terms of **page 111** and to adhere to the details that needs to be provided therein.

Municipality will provide the Bidder with certain data as detailed in **paragraph 14.2** hereof.

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

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

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

The Bidder must nominate the person to be designated as the Municipal Valuer by completing Pages 87-91.

Bidder shall be entitled to nominate Substitute Municipal Valuers to be appointed under his control and authority. In such cases Pages 95-99 must be completed.

Bidder shall be entitled to nominate Assistant Municipal Valuers to be appointed under his control and authority. In such cases Pages 103-107 must be completed.

The municipality reserves the right to:-

Fully investigate the qualifications, experience and performance of the Bidder(s) nominated person/s in terms of data received hereof by reference to:

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the nominated persons within the valuation profession.
- The municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
- The municipality reserves the right to interview the nominated person/s;

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

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

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

The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of Pages 87-91 and Pages 103-107 bind themselves jointly and severally with Bidder to fulfil all terms and conditions of this Bid together with all schedules.

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

3. SERVICES REQUIRED

Bids are invited from experienced and suitably qualified Bidder(s) to compile and maintain valuation roll/s and supplementary valuation rolls for the period 01 July 2021 to 30 June 2025.

In addition to compiling the said valuation rolls, Bidder's / nominated persons may be required to assist municipality in:-

- (1) Provide input into the Rates Policy in terms of valuation related matter.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attending to Valuation Enquiries on behalf of the Municipality.

Bidder's nominated person/s will be required to undertake the following functions and/or services:-

- (1) Valuation of different categories of properties in terms of Section 8(2).
- (2) Valuation of multiple purpose properties in terms of Section 9 and the review thereof, if so required by the municipality.
- (3) Supply a list of exempted properties per category in terms of Section 15.
- (4) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (5) Compliance with the provisions of Section 30.
- (6) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (7) Comply fully with Section 34 - Functions of Municipal Valuer.
- (8) Section 36 - Data Collectors. Assume responsibility for their performance.
- (9) Comply with Section 37 - Delegation where applicable and if necessary.
- (10) Comply with Section 39 - Qualifications of Municipal Valuers.
- (11) Comply with Section 40 - Prescribed Declarations.
- (12) Comply with Section 41 - Inspection of property within defined days and times.
- (13) Comply with Section 42 - Access to Information.
- (14) Comply with Section 43 - Conduct of Valuers.
- (15) Comply with Section 44 - Protection of information.
- (16) Comply with Section 45 - Valuation methodology, notwithstanding the prescriptions of section 45 (2)(a), physical inspection of properties is compulsory..
- (17) Comply with Section 46 - General basis of valuation.

- (18) Comply with Section 47 – Sectional Title Schemes.
- (19) Comply with Section 48 - Content of valuation roll including any additional information that the municipality may require in terms of this Bid.
- (20) Comply with Section 49 – Submission of certified valuation roll –.
- (21) Comply with Section 51 - Processing of objections, if so required by municipality.
- (22) Comply with Section 52(1) and (3) - Compulsory review.
- (23) Comply with Section 53 – Notification of outcome of objections and furnishing of reasons. In addition to the prescriptions of section 53 also provide the municipal manager with a copy of such reasons within 30 days after the objection period has closed.
- (24) Comply with Section 69 - Decision of Valuation Appeal Board and Section 34(f).
- (25) Comply with Section 78 - Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by municipality.
- (26) Comply with Section 81 & 82 of the Act. Bidder(s) / Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is compatible with the council's system, easy to read, understand and interpret.

4. PRINCIPLE APPLICABLE IN TERMS OF THIS BID

Date of Valuation: shall mean the Date of Valuation as determined by the municipality in terms of the Act: **1 July 2020**

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 delivered to the municipal manager by the nominated person(s); 31 January 2021

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. Paarl Mall
- Hotels
- Conference Centres
- Quarries, Mines
- Grain Depots

- Private Hospitals
- Provincial and/or State buildings such as Civic Centres, Prisons, Provincial hospitals etc.
- Airports and Railway Stations
- Wine cellars e.g. KWV
- Factories
- Residential Golf and Polo Estates in Rural areas

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 recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties;

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, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this Bid;

Data Ownership:

means all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuation rolls belongs to the municipality;

Data Transfer:

means 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 a **monthly** basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format which reconciles with any hardcopy information supplied;

Property Master File:

shall be defined as a property master file containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation. Bidder will be required to record changes and maintain the property master file on an on-going basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also

include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

Upon proclamation of a township, Bidder will create the individual entries of all erven comprising that township in the master file. Bidder shall thereafter administer the township owner's interest account on an on-going basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner interest accounts.

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

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

Example: Erven 14 & 15 Paarl are consolidated into Erf 300. Under Erven 14 and 15 they will be indicated as unregistered with a cross reference to Erf 300. Under Erf 300 it will be cross-referenced to indicate consolidation of Erven 14 & 15.

Holding 16 Paarl Agricultural Holdings excised into Portion 315 of the Farm 83. Under Holding 16 it will be referred to as unregistered and under Portion 315 it will cross-refer as "previously Holding 16 Paarl Agricultural Holding".

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

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

In terms of the Promotion of Access to information Act, Act 2 of 2000, municipality is obliged and compelled to provide certain information to the general public.

The Bidder as part of his function in collecting data on behalf of the municipality will be required to comply with the provisions of the Promotion of Access to information Act, Act 2 of 2000.

Accordingly, Bidder will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, (Act 2 of 2000) and that such manual will be attached under **FORM C.2** hereof.

Bidder will not be required to provide information obtained in terms of Section (42) of the Act that is of a confidential nature, unless required to do so in terms of Section (44) of the said Act.

If possible, this directive should be incorporated in the manual submitted in terms of the Promotion of Access to information Act, Act 2 of 2000.

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

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

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

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

6. CONFIDENTIALITY

In the process of collecting data and information in terms of Section 42 of the Act, Bidder will have access to sensitive and confidential information. All data accessed, obtained or collected by Bidder and/or data collectors must at all times be kept confidential and not be disclosed. Bidder will comply in full with the provisions of Section 44 of the Act.

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

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

7. PENALTIES AND DEFAULTS

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

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

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

- Non-compliance to submission dates
- Breach of confidentiality and/or conflict of interest;
- Inadequate valuation performance in terms of Sections 51 and 52 of the Act, and/or the results of any Valuation Appeal Board arising from this Bid;

- Inadequate valuation results measured against monitoring;
- Non-compliance with the Act and any other conditions referred to in this Bid;
- Dishonesty;
- Corruption

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

In all of the other events, the municipality will give Bidder **30** days notice to remedy such default, failing which the municipality shall cancel this Bid without further notice or advise.

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

The Nominated Person as well as the Bidder shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not. The findings of the adjudicator will be handed to the municipality, the nominated person and Bidder. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Bidder. The nominated person and/or Bidder shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Bidder and nominated person.

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

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

7.1 PENALTIES

The Municipality will be entitled to withhold an amount of R 5 000 per day if any **delay in terms of Stage 6 of the Bid occurs, until the certified valuation roll is provided.**

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

7.2 RETENTION

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

7.3 INSURANCE

Bidder shall submit proof in terms of **FORM C.1** hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of **R 5 000 000.00** and public liability insurance held by Bidder for a minimum value of **R 2 000 000.00**

8. CONTRACTORS INFORMATION

The information regarding contractor information must be provided and the Bid will not be evaluated if the attached forms are not completed and submitted with the Bid document.

9. CURRENT VALUATION ROLL SUMMARY

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

The following is a summary of the estimated number of entries:

| DESCRIPTION | ESTIMATED NO OF ENTRIES |
|---|-------------------------|
| Residential | 42027 |
| Business | 2162 |
| Commercial | 416 |
| Farms | 1782 |
| State Property | 305 |
| Education | 86 |
| Religious | 308 |
| Municipal Property | 1552 |
| Private Open Space | 470 |
| Non Residential (Security Buildings, etc) | 436 |
| Recreation | 14 |
| Welfare/ NGO | 49 |
| Public Service Infrastructure | 370 |
| Historical Properties | 7 |
| Nature Reserves | 7 |
| Mining | 8 |
| Any Other Property | 1 |
| Total estimated no of entries | 50,000 |

Bidder(s) shall base their Bid on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Master File will be made and compared to the above estimate. The Bid price will then be adjusted pro rata on the difference of entries and the price will be calculated accordingly based on tariffs as indicated in **Schedule MBD 3.3**.

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

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

10. SUPPLEMENTARY VALUATION ROLLS:

Interim valuations will be performed in monthly batches to be contained in two Supplementary valuation rolls per financial year, as for the following periods: (See Schedule MBD 3.3 paragraph b)

1 July 2021 to 30 June 2022

1 July 2022 to 30 June 2023

1 July 2023 to 30 June 2024

1 July 2024 to 30 June 2025

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

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

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

The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in **Schedule MBD 3.3** hereof.

Bidder shall, if required by the municipality as part of the maintenance of the valuation roll, to annually re-inspect and review the valuations relating specifically to properties subjected to Sections 9 & 15 of the Act.

11. OBJECTIONS

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

12. APPEALS

The Bidder must attend all hearings of the Valuation Appeal Board. The cost of attending to the hearings is reflected in **Schedule MBD 3.3**.

13. DATA COLLECTION AND DATA COLLECTION SYSTEMS

- a) Although Council will make available all available data to assist Bidder, **Bidder will be fully responsible for the obtainment of all data necessary to compile the Valuation Roll and Supplementary Valuation Rolls.**

- b) The data collected by Bidder must be capable of being checked, audited, verified and monitored.
- c) The municipality will establish or have established whether the standard of data collection is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognised South African bodies relating to the valuation profession.
- d) If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give the Bidder **30** days written notice setting out their findings and request Bidder to rectify such default, failing which the municipality shall be entitled to cancel this Bid without further notice. Bidder will be given the opportunity to explain to the municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by Bidder. **All data collected by Bidder, in no matter what format, is the property of municipality.**
- e) ***The collection of data on behalf of the municipality is critical and vital in the determination of true and accurate municipal valuations.***
- f) Where Bidder has made use of aerial photography and or satellite imagery utilized 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.
- g) Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, Bidder will be required to do a physical inspection of each property and adhere to the following minimum data collection requirements:-

Extent of property and all improvements

Date of purchase (where available)

Purchase price (where available)

Multiple use (if applicable)

Name of owner (including part owners)

(Obtain telephonic contact number (if possible) in case of farm property)

Physical address of property

(In case of a farm property, the name of the farm as it is commonly known as ('*noemnaam*')

e.g. "*Houmoed*", officially known as Portion 6 of the Farm Dagbreek No 456 Paarl).

Verify Postal address (rural properties)

Photograph of every property (street view) which contain the date and time, improved as well as unimproved (in other words vacant land)

Category (in terms of Section 8(2) of the Act)

Zoning of property

Use of property

Market value of property (if valued)

Should no occupant be present at an improved property during the time of inspection, a notice informing that the property has been inspected for valuation purposes (notice to be supplied by the municipality), must be left at the address.

In addition to the above data, all other data to determine the market value of properties are required.

13.1 GENERAL

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

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

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

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

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

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

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

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

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

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

14.1 UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE BIDDER

WITH THE FOLLOWING DATA:

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

14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL FUNCTION

The municipality will specify which of the following data will be made available to the Bidder and what data it requires the Bidder to obtain at their cost (Indicated with a tick (x) which is applicable):

| | FUNCTION | MUNICIPALITY TO PROVIDE | BIDDER TO PROVIDE / OBTAIN |
|----|---|--------------------------------|--|
| 1. | Aerial photographs/satellite imagery | X | Bidder may make use of aerial photography supplied as an additional tool; however it is compulsory that the bidder physically inspect each property and provide a dated photograph (street view) of each property inspected. |
| 2. | Building plans | X | |
| 3. | Bulk deeds download at commencement date | | X |
| 4. | Cadastral | X | |
| 5. | Copies of all offers received to purchase and/or lease Municipal properties | X | |
| 6. | Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not | X | |
| 7. | Copies of all consent use applications received, approved or declined | X | |
| 8. | Copies of all consent use applications, rezonings, | X | |

| | | | |
|-----|---|---|---|
| | consolidations, notarial ties submitted to municipality | | |
| 9. | Copies of all approvals and/or rejections by municipality of the above | X | |
| 10. | Copies of all policy decisions relating to immovable property within municipality | X | |
| 11. | Development Plan | X | |
| 12. | Geographic information system | X | |
| 13. | Monuments and Heritage buildings declared from time to time | X | |
| 14. | Occupation Certificates where available | X | |
| 15. | Planned roads and other municipal infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. | X | Other infrastructural services where municipality is not the owners. i.e. railway lines |
| 16. | Report on properties affected by environmental restraints or subjected to enormous environmental impact assessment requirements | X | (If applicable) |
| 17. | Town Planning Scheme | X | |
| 18. | With each approved subdivision, consolidation and/or Township | X | |

| | | |
|---|--|--|
| Proclamation or opening of a Township Register. | | |
| Copy of Proclamation Notice | | |
| Amendment scheme | | |
| Service agreement | | |

14.3 SUPPLEMENTARY VALUATION ROLL

The municipality will specify which of the following data will be made available to Bidder and what data it requires the Bidder to obtain at their cost (**Indicated with a tick (x) which is applicable**)

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

| | FUNCTION | MUNICIPALITY TO PROVIDE | BIDDER TO PROVIDE / OBTAIN |
|----|---|-------------------------|--|
| 1. | Aerial photographs / satellite imagery | X | Bidder may make use of aerial photography supplied as an additional tool; however it is compulsory that the bidder physically inspect each property and provide a dated photograph (street view) of each property inspected. |
| 2. | Building plans and schedule of monthly completed buildings. | X | |
| 3. | Cadastre monthly updates | X | |
| 4. | Monthly copies of all offers received to purchase and/or lease Municipal properties | X | |

| | | | |
|-----|--|---|-----------------|
| 5. | Monthly copies of all sales/rental agreements relating to properties sold by municipality whether registered or not | X | |
| 6. | Monthly copies of all consent use applications received, approved or declined | X | |
| 7. | Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality | X | |
| 8. | Monthly copies of all approvals and/or rejections by municipality of the above | X | |
| 9. | Monthly copies of all policy decisions relating to immovable property within municipality | X | |
| 10. | Development Plan and changes thereto | X | |
| 11. | Geographic information system Monthly maintenance thereof – if applicable | X | |
| 12. | Monuments and Heritage buildings declared from time to time | X | |
| 13. | Occupation Certificates where available | X | |
| 14. | Planned roads and other municipal infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – on-going basis | X | |
| 15. | Regular report of properties affected by environmental restraints of subjected to enormous environmental impact assessment requirements – on-going basis | | X If Applicable |

| | | | |
|-----|--|---|--|
| 16. | Town planning scheme – updates thereof | X | |
| 17. | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. i. Copy of Proclamation Notice ii. Amendment scheme iii. Services agreement | X | |
| 18. | Monthly diagrams from surveyor general | X | |
| 19. | Notices appearing in government/provincial gazettes relating to properties within the municipality | X | |
| 20. | Annual review of rates policy copy thereof | X | |

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 the municipality be rectified by them.

15. PRINTING AND BINDING OF VALUATION ROLLS

The provisional valuation roll must be prepared in the prescribed format which must in addition contain the erf number allocated to the property, and submitted on or before the closing date.

A separate provisional valuation roll for each of the following areas must be submitted:

- PAARL
- WELLINGTON
- MBEKWENI
- GOUDA
- SARON
- HERMON
- BOSCHENMEER GOLF ESTATE
- PEARL VALLEY GOLF ESTATE
- VAL DE VIE POLO ESTATE
- BAINSKLOOF
- DRAKENSTEIN RURAL (INCLUDING HERMON AND SIMONDIUM RURAL)

RURAL AREAS:

1. The Bidder will provide a valuation roll that consists of separate valuation entries of farms regarded as one property if the land is farmed/worked as a unit even if it consists of further adjoining title deeds belonging to the same owner.
2. Each title deed must be separately stated as an entry in the roll (cross- referenced where applicable).
3. Values of multi-purpose properties must be for as allocated in terms of the rates policy.

Bidder shall be responsible for **providing 12 copies of the valuation roll**, one of which will be certified by him/her. The valuation roll shall be printed in A4 format, not back to back, and shall be appropriately indexed.

The valuation roll shall be spirally bound and each volume shall be numbered and contain a hard cover and a hard 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.

16. VALUATION SYSTEM

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

The Municipality reserves the right to request a demonstration of the bidder's valuation system.

The minimum, requirements of the Valuation System must be as follows:-

- 16.1 The system used by valuer must be able to supply the information as listed below in order to integrate with the financial system, (Solar), of the municipality.

Unit Number
Stand Number
Category Code
Tariff Code
Zone Code
Land usage code
Valuation
Stand Size
Empty Stand indicator
Upper level indicator

- 16.2 The bidder's valuation system must have an audit trail and the system must be able to verify all data that has an influence on value-

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

16.4 The bidder's valuation system must provide the Municipality with the means to monitor the progress of the valuation process.

16.5 The valuation system must provide the Municipality (periodically or interactively) with all valuation data captured as well as documents used or generated during the valuation process.

16.6 The valuation system must be able to generate and print valuation notices.

16.7 The valuation system must be able to capture and store attachments, like geographical, cadastral, photographic and or other documents used during the valuation process

16.8 In the case of property data (Master File)

The valuation system must be able to store changes relating to, *inter alia*, Land use, zonings, size, subdivisions, consolidations, excisions, notarial ties, etc.

Current and previous owners

Date of sale and transfer

Sales price

Title deed numbers

Servitudes

Caveats

Status of property i.e. vacant or improved

16.9 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

16.10 Objections

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

Name of objector

Name of owner

Objection number

Reason for objection

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.

16.11 Other

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

Building plan data where used in the valuation process, site plans, aerial photographs 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 Bid, 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 Office as well as recording and linking properties from various databases with the property key number of the Surveyor General.

Please indicate ('Yes' or 'No') if your valuation system complies with the above:

17. COMPUTER SYSTEM

Bidder to attach a detailed inventory of the current computer equipment owned by him as well as future computer needs necessary to comply with this Bid. Bidder may appoint a specialist to assist him to meet the computer and IT requirements to comply with this Bid.

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

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

18. DATA BACKUP 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 the municipality or Bidder in less than seven (7) 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.

The municipality reserves the right to appoint either its own officials to assess the data protection and disaster recovery procedure or appoint independent specialists to evaluate and consider the merits and adequacy of the plan as set out.

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 a **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 Bid. 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.

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

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

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 Bid.

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

18.1 DATA TRANSFER

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

Bidder will ensure that a Tape Backup or equivalent is utilised on a daily basis.

The 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 that site protocols are enforced for all website/internet available data.

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

18.2 GENERAL

Bidder will ensure that he/she fully acquaints himself/herself 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 Bid.

19. KEY TASK FUNCTIONS

Bidder(s) will be required to follow the stages set out below and adhere to the following deadline

| STAGE | DESCRIPTION | DEADLINE DATE |
|-------|---|-------------------------|
| 1 | Commencement of G V Initial data collection, deeds down load, existing valuation roll download, establishment of master file, comparison between newly created property master file and existing municipal valuation records or where no existing valuation roll exists creation of property master file | 01/02/2020 – 29/02/2020 |
| 2 | Obtaining of new data necessary to compile valuations:-Including physical inspections, data capture, sales, measurements, rentals, expense ratios etc. | 01/03/2020 – 31/07/2020 |
| 3 | Compiling of valuations | 01/08/2020 – 30/09/2020 |
| 4 | Completion & Submission of draft rolls | 01/10/2020 |
| 5 | Internal monitoring of valuations including accuracy of data, review of sales and valuations | 02/10/2020-31/11/2020 |

| | between date of commencement and date of valuation | |
|----|--|--|
| 6 | Correction of draft rolls & submission of certified rolls | 31/12/2020 |
| 7 | <p>Objection period</p> <p>Generation of Notices</p> <p>Send Notices</p> <p>Publication of 1st advertisement as per Section 49 of the Act.</p> <p>Publication of 2nd advertisements as per Section 49 of the Act.</p> <p>Closing of objection period</p> | <p>Will be discussed and finalised with the successful bidder</p> <p>01/01/2021 – 31/01/2021</p> <p>03/02/2021</p> <p>06/02/2021</p> <p>13/02/2021</p> <p>13/03/2021</p> |
| 8 | Handling of Objections | 16/03/2021 – 14/04/2021 |
| 9 | Notification for Appeals to Appeal Board | 01/05/2021 – 30 /06/2021 |
| 10 | Appeal Board Hearings | 01/05/2021 – 30/06/2021 |
| 11 | Submission of certified final valuation roll(all | 31/01/2021 |

| | | |
|--|--|---------------------|
| | data/copies and issuing of completion certificate) | |
| | IMPLEMENTATION | 01 JULY 2021 |

20. GUIDELINES OF WHAT IS REQUIRED DURING EACH STAGE:

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

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

Failure to meet the deadlines in regard to the submissions of draft and certified valuation rolls will result in delays in the finalisation of the general valuation.

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

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

21. MINIMUM REQUIREMENTS PER STAGE:

STAGE 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll (if compiled)
- All supplementary valuation rolls
- Cadastre information
- Bulk Deeds download
- Download all data onto Bidder’s valuation system and create property master
- Compare cadastre with the deeds download and existing Municipal Valuation Roll
- Download other data in terms of Section 48(2)

STAGE 2: DATA COLLECTION:

Includes: -

- Physical Inspections of properties, measurements, sales, field sheets, data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.
- Supply of fully captured data forms with photographs of each property. Completed data forms and photographs to be submitted to municipality fortnightly.

STAGE 3: VALUATION COMPILATION:

- Analysis of all data and compiling of draft valuations.

STAGE 4: SUBMISSION OF DRAFT ROLL:

- Draft roll to be submitted and internally checked and/or monitored by the municipality at their sole discretion. Rolls must be fully balanced and subtotals must be calculated for each urban area and the rural area separately.

STAGE 5: INTERNAL MONITORING OF VALUATIONS:

- Internal quality control must be conducted by Bidder and measured against current sales and other relevant market data and adjusted to date of valuation.
- Basis on which the initial roll has been internally monitored must be made available to the municipality or its appointed monitors.
- The initial roll after internal monitoring must be amended and/or corrected if necessary.
- This includes cross boundary monitoring within the municipal area if applicable.

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

- Bidder will be required to correct any entry that has been found to be incorrect in terms of size, description, usage, ownership, etc. as well as incorrect valuations based on sales ratio analysis and other factually indicated market trends.
- All draft valuation rolls submitted may be subjected to external monitoring by the municipality.
- After correcting the provisional roll, Bidder shall bind and certify the roll for submission to the Municipal Manager.

STAGE 7: OBJECTION PERIOD:

- The municipality receives objections in terms of Section 50(1)
- Hand over objections to valuator in terms of Section 50(5)
- The bidder to supply the municipality with a copy of the outcome of the objection.

STAGE 8: HANDLING/PROCESSING OF OBJECTIONS:

Bidder will be obliged to attend to the following:

- Comply with Section 51 and where Section 52(1) is applicable comply with Section 52(a) -- (Compulsory review)
- Comply with Section 53(1) and 53 (3) – (Notification of objection outcome and furnishing of reasons)
- The bidder will submit a list of properties that increased or decreased with more than 10% to the Municipal Manager in terms of section 52.

STAGE 9: NOTIFICATION FOR APPEALS TO APPEAL BOARD:

- Comply with Section 54

STAGE 10: VALUATION APPEALS BOARD HEARINGS:

- In terms of Section 34(f) Bidder shall be obliged to attend all sittings of the Valuation Appeals Board.

STAGE 11: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF FINAL DELIVERY CERTIFICATE

- Bidder(s) will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter that a copy of all data in their possession has been provided to the municipality in either an electronic and/or hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.
- To enable the municipality to issue a final delivery certificate, Bidder shall issue a signed declaration that he has transferred copies of all data in either electronic and/or hard copy format to the municipality and will continue to do so at monthly intervals thereafter.

22. PUBLIC PARTICIPATION AND AWARENESS:

If the municipality requires Bidder to participate in public awareness and/or public participation processes they shall issue a schedule of their requirements which will be attached to this Bid.

23. METHODS OF PAYMENT:

The municipality will pay Bidder on a progress basis measured against performance of each of the following stages.

| STAGE NO. | DESCRIPTION | % PAYMENT | PAYABLE ON COMPLETION | PAYABLE IN MONTHLY PAYMENTS |
|-----------|--|-------------|---|-----------------------------|
| 1 | Commencement phase | 10% | X | |
| 2 | Data collection | 30% | | X |
| 3 | Valuation compilation | 15% | X | |
| 4 | Internal monitoring | - | - | |
| 5 | Submission Draft Roll | 10% | X | |
| 6 | Submission of certified roll | 15% | X | |
| 7 | Objection period | 0% | X | |
| 8 | Handling of objections | 10% | X | |
| 9 | Notification for appeals to Appeal Board | 0% | | |
| 10 | Valuation Appeal Board Hearings | Per Meeting | Within 30 days after the date of such meeting | |
| 11 | Submission of data to municipality and issue by municipality of final delivery certificate | 10% | X | |
| | | 100% | | |

Amount payable will be calculated as follows: amount Bided per entry multiplied by the total properties (per category) to get a total Bid amount. Total Bid amount will be multiplied with percentage. (Amount as Bided with regard to Appeal Board meeting/s excluded).

24. SCHEDULE OF FEES

The Schedule of Fees, **Schedule MBD 3.3** must be completed by the Bidder and will be read as the Bidder(s) fee proposal in terms of this Bid.

FORM C.1

PROOF OF INSURANCE COMPLIANCE

Attached as **Form C** proof in terms of paragraph 7.3.

FORM C.2

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

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

FORM C.3

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

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

FORM C.4

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

FORM C.5

**STATEMENT OF ADDITIONAL SERVICES THAT BIDDER WILL
PROVIDE**

Bidder should indicate under Form C.5 any item and/or additional service that will be included in the Bid. E.g. Bidder may as part of his services include aerial photography at his cost. However, Bidder may not vary any of the terms and conditions of this Bid. If so, such variation will invalidate the Bid.

The purpose of this schedule is to draw to the attention of the municipality the services that Bidder will provide at this cost that have not been provided for in the Bid document and that will be of benefit to the municipality.

FUNCTIONALITY EVALUATION CRITERIA

The quality criteria and maximum score in respect of each of the criteria are as follows: Bidder will be evaluated on the following functionality criteria and thereafter be subjected to the preference point systems in terms of the Preferential Procurement Policy Framework and PPPFA Regulations.

| Quality criteria | Page reference | | Sub criteria | Number of points | Maximum number of points |
|---|----------------|-----------------------------|--|------------------|--------------------------|
| Human Resources | P.84 | | | 15 | 15 |
| Experience of the assigned personnel in relation to the scope of work | P.91 | Municipal Valuer | General Valuation Experience | 10 | 25 |
| | | | Number of general valuations completed | 15 | |
| | P.98 | Municipal Substitute Valuer | General Valuation Experience | 10 | 25 |
| | | | Number of general valuations completed | 15 | |
| | P.105 | Assistant Municipal Valuer | General Valuation Experience | 10 | 25 |
| | | | Number of general valuations completed | 15 | |
| Project Work Plan | P.107 | | | 10 | 10 |
| Total | | | | | 100 |

▲ Bidder must for the duration of the contract, *inter alia*, undertake to transfer property valuation related skills and provide training (practical and theoretical) to at least one municipal official employed in a relevant department of the municipality or who is studying for a formal qualification in property valuations.

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

Quality shall be scored independently by not less than two evaluators in accordance with the following schedules:

- **Evaluation Schedule: Human Resources**
- **Evaluation Schedule: Experience of the assigned personnel in relation to the scope of work**
- **Evaluation Schedule: Project Work Plan**

Scores will be allocated to each of the criteria and subcriteria based on the indicators contained in these schedules on pages 84, 91, 98, 105, and 107. The scores of each of the evaluators will then be averaged, weighted and then added together to obtain the final score.

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

BIDDERS HAVE TO OBTAIN A MINIMUM SCORE OF 80 FOR FUNCTIONALITY IN ORDER TO QUALIFY FOR THE 80/20 POINTS EVALUATION PROCESS.

Special Condition:

The bidder must ensure that its staff's experience and qualification, as per its tender document remain valid for duration of the tender contract period.

EVALUATION SCHEDULE: HUMAN RESOURCES

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page.

| Name of Person | Experience | Years of Experience | Full Time or Part time on Project | Professional Qualification |
|----------------|------------|---------------------|-----------------------------------|----------------------------|
| | | | | |
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The scoring of the Human Resources will be as follows:

| <u>Rating</u> | <u>Valuation Assistants</u> | <u>Score</u> | <u>Data Collectors</u> | <u>Score</u> |
|--------------------------|---------------------------------------|---------------------|---------------------------------------|---------------------|
| Poor | 1-2 years relevant Experience | 2 | 1-2 years relevant experience | 1 |
| Average | 3-5 years relevant experience | 5 | 3-5 years relevant experience | 3 |
| Good | More than 5 years relevant experience | 9 | More than 5 years relevant experience | 6 |
| Maximum number of points | | 9 | | 6 |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NamePosition

.....

Signed on behalf of tenderer

EVALUATION SCHEDULE: EXPERIENCE OF ASSIGNED PERSONNEL IN RELATION TO THE SCOPE OF THE TENDER
MUNICIPAL VALUER

The Bidder hereby nominates the following person to be designated by the municipality in terms of Section 33 (1) as the municipal valuer

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate

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

.....

.....

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

DECLARATION OF INTEREST IN PROPERTIES WITHIN THE DRAKENSTEIN MUNICIPAL AREA IN TERMS OF SECTION 43 OF THE MUNICIPAL PROPERTY RATES ACT, NO 6 OF 2004 .

List of any personal or any private business interest that the valuer or any spouse, parent, child, partner or business associate of the valuer, may have in any property in the municipality.

| | |
|------------|---------|
| Erf Number | Address |
|------------|---------|

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Please Note: In terms of section 43(5) of the Municipal Property Rates Act No 6 of 2004, A municipal valuer or assistant municipal valuer may not perform the valuation of a property in which that valuer, or any spouse, parent, child, partner or business interest, and the municipal manager must designate a special valuer to perform that valuation. A special valuer must be qualified for designation as a municipal valuer or assistant municipal valuer in terms of section 39.

PREVIOUS WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS IN TERMS OF SECTION 45 OF THE MUNICIPAL PROPERTY RATES ACT, NO 6 OF 2004:

| NAMES OF MUNICIPALITY | PERIOD OF VALUATION ROLL | NO. OF PROPERTIES ON ROLL | REFERENCE | CONTACT NUMBER |
|------------------------------|---------------------------------|----------------------------------|------------------|-----------------------|
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|--------------------------------|-------------------------|----------------------------|---------------------|
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Have you compiled any valuation rolls utilizing GIS, Aerial Photography and or physical property inspections? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|-----------------------------|-------------------------------|-----------------------|-----------------|
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Have you had any experience in reconciling cadastre data with deed data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|-----------------------------|-------------------------------|-----------------------|-----------------|
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VALUATION APPEAL BOARD HEARINGS

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

If yes provide full details.:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|----------------------|---------------------|-------------------|-----------------|---------------|-----------------------------------|---|
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I, the undersigned hereby make oath and say that :

The questionnaire has been completed by me in full. .

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

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

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

Signed by me at.....thisday of2019

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at on theday of 2019

Justice of Peace/Commissioner of Oaths



PEACE/COMMISSIONER OF OATHS

TO BE STAMPED BY JUSTICE OF

PEACE/COMMISSIONER

Experience of the Municipal Valuer (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:-

1. Personal particulars:-
 - name
 - date and place of birth
 - place(s) of education and dates associated therewith
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
3. Name of current employer and position in enterprise.
4. Overview of experience (year, organization and position).
5. Outline of recent assignments / experience that has a bearing on the scope of work.

The scoring of the Experience of Key Staff (Municipal Valuer) will be as follows:

| Rating | General work experience | Score | Number of General Valuations completed | Score |
|---------------------------------|---------------------------------------|--------------|--|--------------|
| Poor | 1-2 years relevant experience | 5 | 1-2 general valuations completed for municipalities with 20 000 or more properties | 5 |
| Average | 3-5 years Relevant experience | 8 | 3-5 General Valuations completed for municipalities with 20 000 or more properties | 10 |
| Good | More than 5 years relevant experience | 10 | More than 5 General Valuations Completed for municipalities with 20 000 or more properties | 15 |
| Maximum number of points | | 10 | | 15 |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NamePosition

.....

Signed on behalf of tenderer

SUBSTITUTE MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate

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

.....

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

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| Name of Municipality | Period of Valuation Roll | No of Prop on Roll | Reference | Contact Number |
|-----------------------------|---------------------------------|---------------------------|------------------|-----------------------|
| | | | | |
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|--------------------------------|-------------------------|----------------------------|---------------------|
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|-----------------------------|-------------------------------|-----------------------|-----------------|
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|----------------------|------------------------|----------------|----------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

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

If yes:

| NAME OF MUNICIPALITY | NAME OF CHAIRPERSON | NAME OF SECRETARY | DATE OF HEARING | No of appeals | No of appeals upheld by the board | What was the % reduction awarded by the board compared to the valuations compiled by you? |
|-----------------------------|----------------------------|--------------------------|------------------------|----------------------|--|--|
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I, the undersigned _____ hereby make oath and say that :

The questionnaire has been completed by me in full.

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

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

I further undertake by my signature hereof that in the event of the nominated Municipal valuer hereof not being able to carry out his duties as a result of accident, death, ill health or insolvency, I hereby bind myself jointly and severally with Bidder and/or the Municipal valuer to fulfil all obligations and requirements of this Bid.

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

Signed by me at _____ on this _____ day _____ 2019

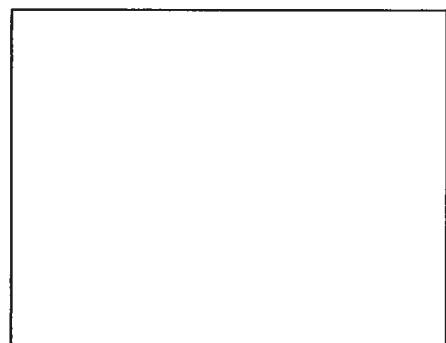
SIGNATURE: NOMINATED PERSON AS SUBSTITUTE MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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

at..... on theday of 2019

Justice of Peace/Commissioner of Oaths



Experience of the Substitute Municipal Valuer (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:-

6. Personal particulars:-
 - name
 - date and place of birth
 - place(s) of education and dates associated therewith
7. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
8. Name of current employer and position in enterprise.
9. Overview of experience (year, organization and position).
10. Outline of recent assignments / experience that has a bearing on the scope of work.

The scoring of the Experience of Key Staff (Substitute Municipal Valuer) will be as follows:

| Rating | General work experience | Score | Number of General Valuations completed | Score |
|---------------------------------|---------------------------------------|-------|--|-------|
| Poor | 1-2 years relevant experience | 5 | 1-2 general valuations completed for municipalities with 20 000 or more properties | 5 |
| Average | 3-5 years Relevant experience | 8 | 3-5 General Valuations completed for municipalities with 20 000 or more properties | 10 |
| Good | More than 5 years relevant experience | 10 | More than 5 General Valuations Completed for municipalities with 20 000 or more properties | 15 |
| Maximum number of points | | 10 | | 15 |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NamePosition

.....

Signed on behalf of tenderer

ASSISTANT MUNICIPAL VALUER

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

FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

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

.....

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

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

| Name of Municipality | Period of Valuation Roll | Number of Properties on Roll | Reference | Contact Number |
|-----------------------------|---------------------------------|-------------------------------------|------------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |

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

| DESCRIPTION OF PROPERTY | TYPE OF PROPERTY | METHOD OF VALUATION | MUNICIPALITY |
|-------------------------|------------------|---------------------|--------------|
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Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|----------------------|------------------------|----------------|----------|
| | | | |
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

| NAME OF MUNICIPALITY | DATE OF VALUATION ROLL | CONTACT PERSON | PHONE NO |
|----------------------|------------------------|----------------|----------|
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VALUATION BOARD HEARING EXPERIENCE

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

If yes:

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

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

If yes:

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

I, the undersigned hereby make oath and say that the questionnaire has been completed by me in full.

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

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

I further undertake by my signature hereof that in the event of the nominated Municipal valuer hereof not being able to carry out his duties as a result of accident, death, ill health or insolvency, I hereby bind myself jointly and severally with Bidder and/or the Municipal valuer to fulfil all obligations and requirements of this Bid.

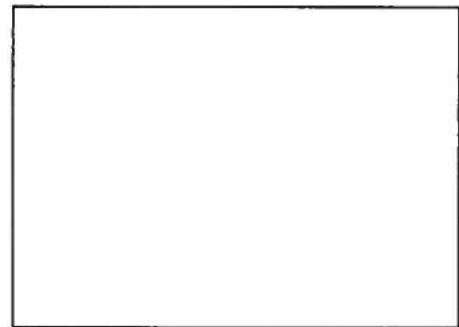
I do further declare that I have read all the Bid requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

Signed by me at _____ this _____ day _____ 2019

SIGNATURE: NOMINATED PERSON AS
ASSISTANT MUNICIPAL VALUER No 1

JUSTICE OF PEACE/COMMISSIONER OF OATHS

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



at..... on theday of2019

Justice of Peace/Commissioner of Oaths

Experience of the Assistant Municipal Valuer (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:-

11. Personal particulars:-
 - name
 - date and place of birth
 - place(s) of education and dates associated therewith
12. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
13. Name of current employer and position in enterprise.
14. Overview of experience (year, organization and position).
15. Outline of recent assignments / experience that has a bearing on the scope of work.

The scoring of the Experience of Key Staff (Assistant Municipal Valuer) will be as follows:

| Rating | General work experience | Score | Number of General Valuations completed | Score |
|---------------------------------|---------------------------------------|-------|--|-------|
| Poor | 1-2 years relevant experience | 5 | 1-2 general valuations completed for municipalities with 20 000 or more properties | 5 |
| Average | 3-5 years Relevant experience | 8 | 3-5 General Valuations completed for municipalities with 20 000 or more properties | 10 |
| Good | More than 5 years relevant experience | 10 | More than 5 General Valuations Completed for municipalities with 20 000 or more properties | 15 |
| Maximum number of points | | 10 | | 15 |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NamePosition

.....

Signed on behalf of tenderer

STRATEGIC APPROACH PAPER

A strategic approach paper dealing with an overview of how the bidder will approach the scope of this project should be provided by the bidders. The adequacy of the approach paper in line with the detailed work plan will form part of the evaluation process when functionality scoring is being determined.

PROJECT WORK PLAN

Bidder to attach a comprehensive work plan reflecting, *inter alia*:-

Work definition

Work Flow

Timeliness

Deadlines

This workplan must address the above for all the stages as indicated in paragraph 21 of this document

Note the above schedule will, together with the Key Task Functions under paragraph 19 hereof, become the basis upon which the municipality will monitor the Bidder(s) progress and municipality shall be entitled to take action against Bidder if the time limits discussed and project plan are not adhered to. Municipality reserves the right to review the time frames discussed and indicated by the Bidder and enforce such time frames or deadlines as provided.

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

The scoring of the tenderer’s project work plan will be as follows:-

| Rating | Description | Score |
|----------------|--|-------|
| Poor | The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity and logic in the sequencing. | 2 |
| Average | The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan. | 5 |
| Good | Besides meeting the “average” rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies. | 10 |

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

.....
Signed on behalf of Tenderer

MBD 3.3

PRICING SCHEDULE – FIRM PRICES
(PROFESSIONAL SERVICES)

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..... | Tender number: INC 2/ 2019 |
| Closing Time: 10H00 | Closing Date: 24 October 2019 |

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE

A. GENERAL VALUATION

| | Quantity | Rate per Erf | Total Price Including VAT |
|---|------------------------|----------------------|----------------------------------|
| <u>STAGE 1 - DOCUMENTATION</u> | | | |
| Bulk Deeds Download estimated 50 000 erven | | | |
| <u>STAGE 2 - DATA COLLECTION</u> | | | |
| Residential Properties | 42027 | | |
| Business(Industrial) Properties | 2162 | | |
| Commercial Properties | 416 | | |
| Farms | 1782 | | |
| State Properties | 305 | | |
| Education | 86 | | |
| Religious | 308 | | |
| Municipal Property | 1552 | | |
| Private Open Spaces | 470 | | |
| Non Residential (Security Bulidngs etc.) | 436 | | |
| Recreation | 14 | | |
| Welfare/NGO | 49 | | |
| Public Service Infrastructure | 370 | | |
| Historial Properties | 7 | | |
| Nature Reserves | 7 | | |
| Mining | 8 | | |
| Any Other Property | 1 | | |
| Sub-Total | 50,000 | | |
| <u>STAGE 3-8 VALUATION OBJECTION PERIOD</u> | | | |
| All inclusive valuation compilation price | | | |
| | Estimated hours | Rate per hour | Total Price Including VAT |
| <u>STAGE 9-10 FINALISATION OF APPEAL PROCESS</u> | | | |
| Attendance of Appeal Board Hearing- General Valuation | 20 | | |
| Sub-Total | 20 | | |
| TOTAL GENERAL VALUATION | | | |
| B. SUPPLEMETARY VALUATIONS | | | |
| | Quantity | Rate per Erf | Total Price Including VAT |
| B.1 Supplementary Valuation for the tender period | | | |
| Urban | 4000 | | |
| Rural | 1000 | | |
| Sub Total | 5000 | | |
| | Estimated hours | Rate per hour | Total Price Including VAT |
| B.2 Attendance of Appeal Board Hearing-Supplementary Valuation | | | |
| | 30 | | |
| Sub Total | 30 | | |
| TOTAL SUPPLEMENTARY VALUATIONS | | | |
| TOTAL BID PRICE INCLUDING VAT | | | |

PRICING SCHEDULE

A GENERAL VALUATION

| | Quantity | Rate per Erf | Total Price Including VAT |
|---|-----------------|---------------|---------------------------|
| STAGE 1 - DOCUMENTATION | | R | R |
| Bulk Deeds Download estimated 50 000 even | | 14,00 | 805 000 |
| STAGE 2 - DATA COLLECTION | | | |
| Residential Properties | 42027 | 56,00 | 2 706 538,80 |
| Business(Industrial) Properties | 2162 | 75,00 | 186 472,50 |
| Commercial Properties | 416 | 75,00 | 35 680,00 |
| Farms | 1782 | 80,00 | 163 944,00 |
| State Properties | 305 | 70,00 | 24 552,50 |
| Education | 86 | 70,00 | 6 923,00 |
| Religious | 308 | 70,00 | 24 794,00 |
| Municipal Property | 1552 | 70,00 | 124 936,00 |
| Private Open Spaces | 470 | 40,00 | 21 620,00 |
| Non Residential (Security Bulidngs etc.) | 436 | 70,00 | 35 098,00 |
| Recreation | 14 | 70,00 | 1 127,00 |
| Welfare/NGO | 49 | 70,00 | 3 944,50 |
| Public Service Infrastructure | 370 | 85,00 | 36 167,50 |
| Historial Properties | 7 | 70,00 | 563,50 |
| Nature Reserves | 7 | 50,00 | 402,50 |
| Mining | 8 | 100,00 | 920,00 |
| Any Other Property | 1 | 80,00 | 92,00 |
| Sub-Total | 50,000 | | 3 373 975,80 |
| STAGE 3-8 VALUATION OBJECTION PERIOD | | | 4 178 975,80 |
| All inclusive valuation compilation price | | | 4 263 975,80 |
| STAGE 9-10 FINALISATION OF APPEAL PROCESS | Estimated hours | Rate per hour | Total Price Including VAT |
| Attendance of Appeal Board Hearing- General Valuation | 20 | 1 250 | 28 750 |
| Sub-Total | 20 | | 28 750 |
| TOTAL GENERAL VALUATION | | | 4 207 725,80 |

B. SUPPLEMENTARY VALUATIONS

| | Quantity | Rate per Erf | Total Price Including VAT |
|---|-----------------|---------------|---------------------------|
| B.1 Supplementary Valuation for the tender period | | | |
| Urban | 4000 | 56,00 | 257 600 |
| Rural | 1000 | 80,00 | 92 000 |
| Sub Total | 5000 | | 392 725 |
| B.2 Attendance of Appeal Board Hearing-Supplementary Valuation | Estimated hours | Rate per hour | Total Price Including VAT |
| Attendance of Appeal Board Hearing-Supplementary Valuation | 30 | 1 250 | 43 125 |
| Sub Total | 30 | | 43 125 |
| TOTAL SUPPLEMENTARY VALUATIONS | | | 392 725 |
| TOTAL BID PRICE INCLUDING VAT | | | 4 600 450,80 |

DRAKENSTEIN MUNICIPALITY
SUPPLY CHAIN MANAGEMENT
TENDERS / BIDS RECEIVED

17-10-2019

NAME: *Joseph*

SIGN: *[Signature]*

[Handwritten mark]

FORM OF OFFER

To: **DRAKENSTEIN MUNICIPALITY**

I/We PRIME PROPERTY VALUERS AND CONSULTANTS (PTY) LTD

(Name of person, firm or company)

of

57 11TH AVE, WALMER, PORT ELIZABETH

(Address)

have thoroughly acquainted myself/ourselves with all the conditions of the contract and hereby tender and undertake to supply and deliver the material at the prices quoted on the schedule of prices and on the conditions set out in the conditions of tender, except where otherwise stated or qualified in the accompanying letter.

I/We further agree that this tender, together with the written acceptance thereof by the Council, shall constitute a binding contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive and reserve the right to accept a tender in part or in whole.

Dated this 15TH day of OCTOBER 2019 and signed by or on behalf of the tenderer in the presence of the undersigned witnesses:-

As witnesses:-

1. [Signature]

2. _____

Address of Tenderer: 57 11TH AVENUE

WALMER

PORT ELIZABETH

Telephone number: 0822681146

[Signature]
(Signature of Tenderer)

ANDRIES KLOPPER
(Print Name Please)

| | |
|--|--------------------|
| DRAKENSTEIN MUNICIPALITY SUPPLY CHAIN MANAGEMENT TENDERS / BIDS RECEIVED | |
| 17-10-2019 | |
| NAME: | <u>[Signature]</u> |
| SIGN: | <u>[Signature]</u> |