

MUNICIPALITY OF GEORGE

MEMORANDUM OF VALUATION CONTRACT

Made and entered into between

THE MUNICIPALITY OF GEORGE

(herein after called the MUNICIPALITY)

Herein represented by Trevor Botha in his capacity as a Municipal Manager

of the first party, and

(herein after called the VALUER)

Herein represented by _____ in his capacity as Director and duly authorised Professional VALUER

of the other party

WHEREAS the MUNICIPALITY awarded the tender to the VALUER to execute, compile and maintain the General Valuation and Supplementary Valuation Rolls and a Master File for the financial years 1 July 2018 – 30 June 2022 in compliance with the Local Government: Municipal Property Rates Act (Act 6 of 2004) and the Amendment Act, Act 29 of 2014.

AND WHEREAS the VALUER accepts his appointment as VALUER in terms of the said Act

NOW THEREFORE THE PARTIES CONCUR AS FOLLOWS:

1. DEFINITIONS:

- “Date of Valuation”** shall mean the Date of Valuation as determined by the MUNICIPALITY in terms of the Act: For the purpose of this contract the date has been determined as 01 July 2017
- “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, budget and tariffs;
- “Date of Final Submission”** shall mean the date upon which the certified roll/s are handed to the Municipality by the nominated person(s).
- “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 tender;
- “Data Ownership”** means all data obtained, collected and/or utilised in compilation and Maintenance of the valuation roll, supplementary valuation rolls and Master file belongs to the MUNICIPALITY;
- “Date of Transfer”** means all data utilised and/or collected by the VALUER including that of the data capturers, will be transferred by the Valuer to the MUNICIPALITY on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format.

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:

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

4. GENERAL TENDER CONDITIONS

4.1 The **VALUER** is hereby advised that all conditions and stipulations set out in the tender document and in all forms, schedules and/or annexures thereto, will form part of the contract between the **VALUER** and the **MUNICIPALITY**.

4.2 The **VALUER** is required to acquaint himself with the following policy documents of the **MUNICIPALITY**:

4.3 RATES POLICY (IF/OR WHEN FINALISED)

4.4 PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

4.5 If any of the conditions in this contract are in conflict with any special conditions, stipulations or provisions incorporated in the tender documents such special conditions, stipulations or provisions shall apply.

4.6 The **VALUER** and nominated person(s) (including its trustees, members or directors (as the case may be) must during the contract period be in good standing in respect of any levy, rates, fine, tax matters or service charges due to the **MUNICIPALITY & SARS**.

4.7 In the event of the **VALUER** and/or nominated person not being in good standing, and that the **VALUER** and/or nominated person is indebted to the **MUNICIPALITY**, as contemplated in this clause, which arises after the signature date and before final payment has been made to the **VALUER**, the **VALUER** hereby consents to the **MUNICIPALITY** deducting from the amount of the Valuer's tender awarded such amounts as may be lawfully owing to the **MUNICIPALITY**.

4.8 The **VALUER** 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 Valuer's activities in terms hereof.

4.9 All data supplied by the **MUNICIPALITY** will be received by the **VALUER** at his risk. It will be the responsibility of the **VALUER** 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.

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

4.11 The **VALUER** and his nominees/personnel must commit themselves to strict confidentiality both during and after the valuation task.

4.12 The **VALUER** must ensure that no conflict of interest occurs during the valuation process and if

any potential conflict arises, the **VALUER** must advise the **MUNICIPALITY** accordingly.

4.13 The Valuer's project plan must be in terms of Schedule 6 of the Valuer's tender documents and he must adhere to the time schedules detailed therein, as well as section 11 to adhere to all the time frames detailed in the tender, as well as paragraph 9 to 16 thereof: thereof.

4.14 The **MUNICIPALITY** will provide the **VALUER** with certain data as detailed in **paragraph 14** of The tender documents.

4.15 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 **VALUER**.

4.16 Dispute resolution:

Municipality and the Valuer consent that should any dispute/claim arise between the parties, the dispute shall unless resolved between the parties be determined by arbitration in terms of the Arbitration Act, no 42 of 1965.

4.17 Vis Maior/casus fortuitus:

Neither parties shall be liable to the other in any respect for any failure to fulfil its obligations or commitments in terms of this agreement when such failure is caused by circumstances beyond the parties reasonable control.

4.18 Confidentiality:

The **VALUER** undertakes, at all times during the existence of the contract or any renewal thereof or after termination thereof, not to reveal any confidential or sensitive information or knowledge concerning municipality.

5. QUALIFICATION OF VALUER AND / OR ASSISTANT VALUER:

In terms of Section 39(l)(a) only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuer's Profession Act, 47 (Act No. 47 of 2000) may be designated as the **VALUER**.

The **VALUER** must nominate the person to be designated as the responsible **VALUER** per schedule 1

The **MUNICIPALITY** reserves the right to:-

Fully investigate the qualifications, experience and performance of the **VALUER** and/or nominated person/s in terms of **Schedules 1 and 2** of the tender documents with 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 Valuer's nominated person/s if appointed by the **MUNICIPALITY** as either the **VALUER** and/or Assistant 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 the **VALUER**, the **MUNICIPALITY** reserves the right to cancel this contract and hold the **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 **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 contract.

The **VALUER** do by his signature of **Schedule 1 and 2** of the tender documents bind themselves jointly and severally to fulfil all terms and conditions of this tender together with all schedules.

The **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)

6. SERVICES REQUIRED

The **VALUER** will be required to compile and maintain Supplementary Valuations/Supplementary Valuation Rolls for the period:-
1 July 2018 to 30 June 2022

In addition to compiling the said valuation rolls, the **VALUER** may be required to assist the **MUNICIPALITY** in:-

- (1) The preparation of the Rates Policy in terms of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014 with regard to valuation matters.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attend to valuation enquiries on behalf of the Municipality.
- (4) The updating of the GIS ESRI ArcGIS 10.2.2 File Geodatabase.
- (5) The provision of photographs of improved properties, correctly numbered according to municipal erf numbers.
- (6) For purpose of Asset Register (Municipal properties) supply land and building values separately.
- (7) Allow opportunity for valuer/s, working within the Municipality, to obtain practical experience, based on the rules of the South African Council for the Property Valuers Profession.

The VALUER must undertake the following functions and/or services:-

- (1) Valuation of different categories of properties in terms of Section 8(2) and Section 8(3).
- (2) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by the Municipality.-
- (3) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by the Municipality.
- (4) Valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable on supplementary valuations and supplementary valuation rolls.
- (5) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (6) Comply with Section 34 – Functions of Municipal Valuer.
- (7) Section 36 – Data Collectors. Assume responsibility for their performance.
- (8) Comply with Section 37 – Delegation where applicable and if necessary.

- (9) Comply with Section 39 – Qualifications of Municipal Valuers.
- (10) Comply with Section 40 – Prescribed Declarations.
- (11) Comply with Section 41 – Inspection of property within defined days and times.
- (12) Comply with Section 42 – Access to Information.
- (13) Comply with Section 43 – Conduct of Valuers.
- (14) Comply with Section 44 – Protection of Information.
- (15) Comply with Section 45 – Valuation methodology and Section 13.
- (16) Comply with Section 46 – General basis of valuation.
- (17) Comply with Section 47 – Sectional Title Schemes.
- (18) Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this Tender.
- (19) Comply with Section 51 – Processing of objections, if so required by Municipality.
- (20) Comply with Section 52(1)(3) – Compulsory review.
- (21) Comply with Section 53 – Notification of outcome of objections
- (22) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (23) Comply with Section 78 – Supplementary valuations including annual reviews of multiple purpose properties in terms of Section 9 and properties affected in terms of Section 15 of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014, if so required by Municipality.
- (24) Comply with Section 81 & 82 of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014. The Tender(s) / Nominated person(s) shall provide and make available all data and valuations in a format that is easy to read, understand and interpret for purposes of internal and provincial monitoring and reporting by the Municipality

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

The **VALUER** 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 **VALUER** 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, the **VALUER** 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 such manual must be attached under **Schedule 9** of the Valuer's bid documents.

The **VALUER** 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.

The **VALUER** 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.

8. CONFIDENTIALITY

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

9. PENALTIES AND DEFAULTS

It is a specific condition of this agreement that the **VALUER** is required to perform his task to acceptable standards and shall be obliged to meet the deadlines determined by the **MUNICIPALITY**.

In the event of the **VALUER** not conforming to the standards required by the **MUNICIPALITY** as contained in the tender documents, the **VALUER** shall be given **21** days written notice to remedy such default failing which, the **MUNICIPALITY** will be allowed to cancel this appointment without further notice.

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

- Non compliance to submission dates
- Breach of confidentiality and/or conflict of interest;
- Inadequate valuation performance in terms of sections 51 and 52 of the Act, and/or the results of any Valuation Appeal Board arising from this tender.
- Inadequate valuation results measured against monitoring;
- Non-compliance with the Act and any other conditions referred to in this 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 **VALUER 21** days notice to remedy such default, failing to do so, the **MUNICIPALITY** shall cancel this tender without further notice or advise.

The **MUNICIPALITY** shall in either situation of inadequate valuation performance being suspected by the **MUNICIPALITY** and/or inadequate valuation results arising from internal monitoring, provincial monitoring or national monitoring, have the right to appoint a registered professional **VALUER** 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 **VALUER** 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 the **VALUER**. The **MUNICIPALITY** shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the **VALUER**. The nominated person and/or the **VALUER** 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 **VALUER** and nominated person.

Should the **MUNICIPALITY** suffer any losses as a result of the default of the **VALUER** 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 valuer's and other financial losses suffered by the **MUNICIPALITY**, as a result of the default of the **VALUER** and/or the nominated person/s.

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

10. PENALTIES

By failure or neglect to submit the supplementary valuation rolls on date as agreed upon annually, the valuer will be fined R2000 (two thousand rand) on a daily basis for every day of delay, without prejudice of any other legal remedies.

If the cause of delay is due to the **MUNICIPALITY** not supplying the **VALUER** with the agreed data, or other delays caused by the **MUNICIPALITY** themselves, then in such event, the **MUNICIPALITY** shall not be entitled to enforce this clause.

11. RETENTION

The **MUNICIPALITY** shall retain an amount equal to 20% of all payments made. Such retentions shall be retained until completion of all key task functions (Paragraph 11) and has passed the required quality control procedures, as instituted by the Municipality, after receipt of the final delivery certificate.

12. INSURANCE

Tenderer's shall submit proof in terms of **Schedule 7** without limiting the obligations of the supplier in terms of this Contract; the supplier shall effect and maintain the following insurances:

- a. Public liability insurances, in the name of the supplier, covering the supplier and the George Municipality against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, to the value of R7 000 000 (Seven million).
- b. The Tenderer shall provide and keep in full force Professional Indemnity Insurance (PII) cover in respect of Services provided under this contract. The amount of PII cover shall be R3, 000,000 (Three Million Rand) and the excess shall not be greater than R30 000 (Thirty Thousand Rand). The PII cover shall be effective from commencement of the contract and shall remain valid for a period of 1 year after the completion of the Valuation Services under this contract.
- c. Any goods supplied to the George Municipality by the supplier in terms of this Contract shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and other activities related to the supply.

The Tenderer shall be obliged to furnish the George Municipality with proof of such insurance as the George Municipality may require from time to time for the duration of this Contract.

13. CURRENT VALUATION ROLL SUMMARY:

The Tender requires a valuation roll to be compiled in terms of Section 30 of the Act together with the compilation of annual supplementary valuation rolls in terms of section 78 of the Act.

See paragraph 9 of the Valuer's Tender Document for a summary of the approximate number of entries appearing in the current valuation roll.

The Tenderer shall base their Tender price 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 Tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry of **Schedule 3** hereof.

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

The Tenderer shall provide the 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.

14. SUPPLEMENTARY VALUATIONS:

Annually, at least one final supplementary valuation roll will be compiled.

Valuations completed must be summarized in a draft supplementary valuation roll and submitted 10 (ten) working days before submission of final supplementary valuation roll.

The **VALUER** must submit at least one certified supplementary valuation rolls in the duration of this Tender as agreed by successful Tenderer and the George Municipality in final Service Level Agreement)

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

The **MUNICIPALITY** requires that the **VALUER** maintains a register of all supplementary valuations in the course of being compiled by him and such register will contain provision for monthly reporting on all outstanding supplementary valuations and the reasons therefore.

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

The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in **Schedule 3** of the Valuer's bid documents

The **VALUER** shall if required by the **MUNICIPALITY** as part of the maintenance of the valuation roll, to handle requests for review and the provision of the notices with the outcome. A register will contain provision for monthly reporting on all outstanding reviews and the reasons therefore.

The Tenderer must submit a Quality Management Plan as part of the Tender to ensure that quality control measures is in place to ensure the correctness of the supplementary valuations, review, objection and appeal processes.

15. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY

15.1 Upon appointment, the Municipality will provide the Tenderer with the following data relating to the supplementary valuation of properties and the compilation of supplementary valuation rolls:

15.1.1	Field sheet forms, which contains summary of the previous inspection of property and sketch, if available.
15.1.2	Building plans and schedule of completed buildings.
15.1.3	Cadastral updates
15.1.4	Copies of all sales/ rental agreements relating to properties sold by Municipality whether registered or not
15.1.5	Copies of all consent use applications received, approved or declined
15.1.6	Copies of all township applications, rezoning, consolidations, notarial ties submitted to Municipality
15.1.7	Copies of all approvals and/or rejections by Municipality of the above
15.1.8	Copies of all policy decisions relating to immovable property within Municipality
15.1.9	Geographic information system data
15.1.10	Monthly Deeds downloads
15.1.11	Occupation Certificates where available
15.1.12	Annual review of rates policy copy thereof

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

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

16. KEY TASK FUNCTIONS

16.1 KEY TASK FUNCTIONS: GENERAL VALUATION ROLL

Stage	Description	Time Frame
1	Initial Data collection, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master.	As agreed
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	As agreed
3	Compiling of valuations	As agreed
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	As agreed
5	Date of valuation	1 July 2016
6	Submission of draft roll (<i>Exports for quality control submitted continuously</i>)	31 Dec 2017
7	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the Municipality	As agreed after initial starting date

Stage	Description	Time Frame
8	Objections process as per Act	
9	Valuation appeal board hearing(s)	
10*	Attending to all valuation enquiries	
11	Submission of all data or copies thereof to Municipality & issuing of final delivery certificate	
12	Implementation of General Valuation	1 July 2018

* **Note** These items are optional and may not be required by the Municipality.

16.2 KEY TASK FUNCTIONS: SUPPLEMENTARY VALUATIONS

STAGE	Description	Time Frames
1	Receive source document or information from Municipality/Deeds transfer list	After acceptance of tender
1	Initial Data collection	
2	Obtaining of data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	
3	Compiling valuations	As agreed
4	Compiling monthly report and draft supplementary valuation extract	Monthly
5	Compile report of cases not valued after received from Municipality/Deeds Transfer list.	Monthly
6	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	
7	Sent Notices	
8	Receive request for review	
9	Review process as per Local Government Municipal Property Rates Act, Act 6 of 200, as amended	
10	Compile draft supplementary valuation roll from supplementary valuations within prescribed period.	
11	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	10 Working days before final supplementary valuation roll
12	Corrections and submission of certified supplementary valuation roll and reconciliation between property master file and existing valuation records of the Municipality	As Agreed
13	Objections process as per Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014	
14	Valuation appeal board hearing(s)	
15*	Attending to all valuation enquiries	
16	Submission of all data or copies thereof to Municipality & issuing of final delivery certificate.	

* **Note** These items are optional and may not be required by the Municipality.

17. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

18. MINIMUM REQUIREMENTS PER STAGE:

18.1 Stage 1: DOCUMENTATION:

Obtain the following:
Copy of current valuation roll; All supplementary valuation rolls; Cadastre information; Deeds download.

18.2 Stage 2: DATA COLLECTION:

Includes: - Inspections, measurements, sales, field sheets, data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc. Use of aerial photographs for identification and/or electronic measurement.

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

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

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

If the findings of the Municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give the Tenderer 21 days written notice setting out their findings and request the Tenderer to rectify such default, failing which Municipality shall be entitled to cancel this Tender without further notice. The Tenderer will be given the opportunity to explain to the Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by the Tenderer. All data collected by the Tenderer in no matter what format is the property of the Municipality.

Where the Tenderer has made use of aerial photography and or satellite imagery, such aerial photographs and/or satellite imagery will become the data of the Municipality and the Tenderer shall have no lien thereon.

Notwithstanding Section 45(2)(a) of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014, whereby inspections are optional, the Tenderer will be required to adhere to the following minimum data collection requirements:-

All supplementary valuations must have a valid geo-referenced photo attached

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

18.2.1 RESIDENTIAL ERVEN AND BUILDINGS

The following minimum data is required:

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

18.2.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

The following minimum data is required:

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

18.2.3 INCOME PRODUCING PROPERTIES

The following minimum data is required:

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

Contact details

18.2.4 SPECIALISED PROPERTIES

The following minimum data is required:

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

18.2.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

These are properties that is used primarily for commercial farming or subsistence farming including the cultivation of land for crops and other plants, including plantations, the keeping or breeding of animals, including beekeeping, and includes such activities as are reasonably connected with the main farming activities, including the housing of the farmer, farm manager and farm workers, but excludes any portion thereof that is used commercially for the hospitality of guests, and excludes the use of property for the purpose of eco-tourism or for the trading in or hunting of game.

Distinguish categories as per current Rates Policy. (List of categories available on request)

- (i) Multi purpose
- (ii) Farm properties used for agricultural purposes
- (iii) Farm properties used for business purposes
- (iv) Farm properties not used for any purpose
- (v) Farm properties used for residential purposes

Vacant farm properties used for other purposes, that is farm properties used for purposes other than business purposes, agricultural purposes or residential purposes
Where used as a farming unit 13.5 will apply;
Where used for other purposes 13.1, 13.3 or 13.4 may have to be followed.

The following minimum data is required:

Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc;
Description of all buildings including use, condition and functionality;
Schedule of estimated building sizes;
Investigation of land claims, land tenure etc;
Registered owner;
Address. (Very important)

18.2.6 URBAN VACANT LAND

Adverse features; Positive features; Topography/slope; Soil conditions; Services; View.

18.2.7 MINING LAND

All data relating to be freehold including inter alia offices, hostels, dwellings etc.
Buildings must be measured and fully described.
Mining equipment and/or machinery i.e shafts, headgear etc are excluded.

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

18.2.8 REGISTERED RIGHTS

Salient features of the lease.

18.2.9 PUBLIC SERVICE INFRASTRUCTURE

All relevant data including description, size and use of buildings. All equipment and/or machinery relating to Public Service Infrastructure must be excluded from the valuation process.

18.2.10 UNREGISTERED PROPERTIES

In the case of an unregistered property valued for exceptional reasons, cross references must be put on the valuation roll, referring to the related and registered erf from which the unregistered property is to be subdivided.

18.2.11 GENERAL

In the case of all improved properties a A4 size site plan must be submitted. It should include a sketch and measuring must be correct to nearest 10 cm.

Sales before or on the valuation date of 1 July 2011 is 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. (Any differences between building plans and buildings erected on property must be reported to Municipality.)

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

18.3 Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of supplementary valuations.

ROUNDING: R0,00 to R500 000 – rounded to nearest R1000 and R500 000 and more – rounded to nearest R10 000.

Items (sizes of improvements) must be captured separately on the valuation system and must be available for handling of enquiries.

18.3.1 VALUATION SYSTEM

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

18.3.1.1 If a mass valuation system is used by the Tenderer, the system must be compatible with the SAMRAS system of the Municipality.

18.3.1.2 The valuation system must be compatible with the GIS system, ESRI ArcGIS Geodata

System, utilized by the Municipality as well as other management systems that are affected by the valuation process.

18.3.1.3 The valuation system must be compatible with the billing system, SAMRAS, used by the Municipality

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

18.3.1.5 It must have adequate securities and controls to ensure that critical Valuation data cannot be manipulated or corrupted.

18.3.1.6 In the case of property data:

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

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

18.3.1.7 In the case of Valuations:

All current and future valuations.

All changes to valuations to be historically reflected.

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

18.3.1.8 Objections:

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

Name of objector;

Name of owner;

Objection number;

Entry required by objector;

Decision of valuer;

Reasons of valuer;

Decision of appeal board;

Existing valuations and valuations reflected in the valuation roll;

Adjustments made by the appeal board; Historic records of all objections lodged in terms of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014 against the property from date of commencement and for the full duration hereof.

18.3.2 DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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

All such data will be made available to Municipality in a format specified by Municipality.

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

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

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

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

The Municipality reserves the right to authorise and appoint internal experts, to check and monitor the data protection methods of Tenderer during the duration of this Tender.

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

18.3.3 DATA TRANSFER

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

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

Tenderer may utilise optical based media technology for archiving purposes.

Tenderer may utilise optical based media technology for data presentation.
Tenderer will ensure that all optical based media be 'read only'.

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

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

18.3.4 GENERAL

Tenderer will ensure that he fully acquaints himself with the amount of data to be stored and what data needs to be protected and satisfies the Municipality that the Tenderer has an adequate Computer System to fully comply with the needs of paragraphs 13.3.1 to 13.3.3 hereof as well as any other computer needs of the Tender. Computer system must be identified as part of Schedule 5.

Additional costs relating to valuation computer system (training, licensing, programming, updating, etc.) are for the account of the Tenderer.

18.4 STAGE 4: INTERNAL MONITORING OF VALUATIONS:

Internal quality control to be conducted by Tenderer 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.

18.5 STAGE 5: REVIEW PROCESS:

- (a) Receive Request to Review in terms of section 78(5)(b));
- (b) Scrutiny of request in order to ascertain grounds for objection.
- (c) Inspection of property, if necessary (i.e. if inspection of the property was not possible during the supplementary valuation, or if issues are raised that require inspection)
- (d) Where changes to the original data are made, the Tenderer must show the correction on the record form and the sketch (red ink).
- (e) Verification of extents and measure if necessary.
- (f) Meet with the owner in an attempt to reach settlement or clarify issues – settlement subject to approval by Municipality.
- (g) If necessary, undertake a re-assessment of the value of the property, giving written reasons for the decision reached.

Request for review must be handled and if the supplementary valuation is changed, the review value must also be included in the supplementary valuation roll. This item will then be included in the final supplementary valuation roll as an additional entry.

18.6 Stage 6: SUBMISSION OF DRAFT ROLL:

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

18.7 Stage 7: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL:

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

18.7.1 PRINTING AND BINDING OF ROLLS

Tenderer shall be responsible for providing 3 copies of the supplementary valuations and the valuation roll, all of which will be certified by him/her by an original signature. The valuation rolls shall be printed in A4 format, and shall be appropriately indexed.

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

One copy of the final valuation roll, should be sorted according to town areas, certified with totals and bound separately.

According to the regulations in Government Gazette, 29304 dated 18 October 2006 (page 8), the sectional scheme must appear at the end of a supplementary valuation roll in alphabetical order according to scheme name. (Erf number on which the sectional scheme is situated, must be displayed)

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

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

After correcting the Draft Roll, if it is a requirement of Municipality to do so, Tenderer shall bind and certify

the roll for submission to the Municipal Manager.

18.8 Stage 8: OBJECTION PROCESS:

Tenderer will be obliged to attend to the following:

- (a) Receive objections in terms of section 50(5);
- (b) Scrutiny of objection in order to ascertain grounds for objection.
- (c) Inspection of property, if necessary (i.e. if inspection of the property was not possible during the 2011 General Valuation or supplementary valuation roll, or if issues are raised that require inspection)
- (d) Where changes to the original data are made, the Tenderer must show the correction on the record form and the sketch (red ink).
- (e) Verification of extents and measure if necessary.
- (f) Meet with the owner in an attempt to reach settlement or clarify issues – settlement subject to approval by Municipality.
- (g) If necessary, undertake a re-assessment of the value of the property, giving written reasons for the decision reached.

Comply with section 51 and where section 52(1) is applicable comply with section 52(a) Comply with section 53(1) and 53 (3).

Costs of complying with the objection process are reflected in **Schedule 3**.

18.9 Stage 9: VALUATION APPEALS BOARD HEARINGS:

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

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

18.10 Stage 10: ATTENDING TO ALL VALUATION ENQUIRIES:

The Tenderer will, if required by Municipality attend to all valuation enquiries from time to time regarding the valuation roll and supplementary valuation rolls.

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

Tenderer 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 Municipality in either an electronic or hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

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

19. PUBLIC PARTICIPATION AND AWARENESS:

Tenderer may be required to attend meetings in regard to the rating policy as well as being involved in public awareness relating to the valuation process. Tenderer may be required by the Municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **Schedule 3** hereof.

20. ASSISTANCE TO OBTAIN PRACTICAL EXPERIENCE

Tenderer must allow opportunity for any candidate valuer/s and professional associated valuers (with impeding restrictions) within the Municipality, to obtain practical experience.

21. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

The minimum requirements and specifications of a GIS system apply:

21.1 GENERAL DESCRIPTION OF SERVICE

The Tenderer will use the municipalities GIS to provide the municipality with the following services:

- Identify land parcels (i.e. cadastral properties) whose valuation might have changed within the municipal area;
- Guide Valuation Inspectorate to the sites to be inspected;
- Compare the properties of the municipal area with the entries registered in the Deeds Office as well as the Surveyor-General and notify the municipality of any errors/anomalies;
- Provide all properties inspected with a geo-referenced photo attached.
- Where the Tenderer use external sources not supplied by the municipality these sources must be noted and data must be supplied to the municipality at the end of the tender period.

21.2 GIS DATA STANDARDS

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

- All GIS data will be supplied to the successful Tenderer in the following format: ESRI ArcGIS 10.2.2 File Geodatabase;
- This data will be hosted by the municipality and will only be accessible via the internet.
- The Tenderer is not allowed to distribute this data in any form or shape as the municipality is the custodian and owner of the data.
- Only in exceptional circumstances will the data used in this tender be allowed to be taken off the premises of the municipality.

The File Geodatabase supplied by the Municipality will contain the following:

- Cadastral properties
- Current Valuation Roll linked to cadastral properties.
- Applicable Imagery.
- Ownership information from the Deeds Office.
- Wards.
- Current Valuation blocks used to identify valuation areas.
- Photos File Geodatabase Relationship Class.
- SG Allotments.
- Street centrelines.
- The Municipality will provide the successful tenderer with updates on the cadastral and Ownership information on a regular basis throughout the period of the tender;
- The Municipality will indicate to the Tenderer on the GIS system where building plans has been submitted to indicate possible valuation variations.

22. METHODS OF PAYMENT:

22.1 METHODS OF PAYMENT: GENERAL VALUATION ROLL

The Municipality will pay Tenderer on a progress basis measured against performance of each stage. (Invoices is payable 30 days after receipt of correct invoice)

Stage No.	Description	% Payment of total of tender for general valuation roll (shown on invoice)	% Payment at Invoice	% Retention kept aside – (show on invoice)	Payable on Completion	Payable in Monthly Payments
1	Commencement phase	10%	9%	1%	√	
2	Data collection	30%	27%	3%		√
3	Valuation compilation	20%	18%	2%		√
4	Internal monitoring	-				
5	Submission Draft Roll	10%	9%	1%	√	
6	Submission of certified roll	10%	9%	1%	√	
7	Objection process and completion of reasons	10%	9%	1%	√	
8	Valuation appeal board hearing	10%	9%	1%	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.	
Sub total		100% less 10 % Retention	90%			
9	Submission of data to Municipality and issue by Municipality of final	Retention payment (See requirements par 7.3)		10%	√	

	delivery certificate					
Total		100%(Including Retention)				

22.2 METHODS OF PAYMENT: SUPPLEMENTARY VALUATIONS

The Municipality will pay Tenderer at an average rate per entry, as submitted in **Schedule 3**.

The rate per entry, as submitted in Schedule 3, must be the projected costs of Key Task Functions numbers 1 to 12: (See paragraph 12.2)

Description	% Payment
Per Supplementary Valuation: Rate per Entry (Payable 30 days after receipt of invoice)	(100% - 10% retention) 90%
At receipt of final delivery certificate (At completion of Roll, Objection and Appeal processes)	10% Retention
Total per entry Including VAT	100%

23. SCHEDULE OF FEES

The Valuer's fee proposals in terms of this contract are set out in **Schedule 3** of the Tender Documents

SCHEDULE 3

DETERMINATION OF FEES / PRICING SCHEDULE

- A.** Entries appearing in the **current Valuation roll** (paragraph 9 of specifications):
The Pro rata adjustments will be calculated on the individual rates of items.

Category	Category Description	A	B	C
		Estimated number of entries (±)	Price per Entry (Excluding VAT)	Total price per ESTIMATED number of entries (Excluding VAT) C = (A x B)
BUS	Business properties	2885		
BVAC	Business vacant	405		
FAGR	Farm used for agricultural purpose	3338		
FBUS	Farm used for business purpose	15		
FRES	Farm used for residential purpose	28		
GOV	State land	127		
MUN	Municipal properties	1233		
NMON	National monuments	2		
PBO	Public benefit organisation	23		
POS	Public Open Space	59		
POW	Place of worship	195		
PROT	Protected area	5		

PSI	Public Service Infrastructure	1230		
RES	Residential	35098		
RVAC	Residential Vacant	4687		
Total Estimated Number of Entries		49330		
		TOTAL:		
		14 % VAT:		
		TOTAL (Including VAT):		

B. Supplementary Valuation of properties as prescribed in section 78 of the Local Government Municipal Property Rates Act, Act 6 of 2004 and the Amendment Act, 29 of 2014.

(The adjustments will be calculated on the individual rates of items on the supplementary valuation roll submitted by the successful Tenderer)

B: Supplementary Valuation: Average Rate Per Entry (according to paragraphs 12.2 (number 1 to 16); paragraph 13 and 14.1 to 14.7.1)

B(1) . Properties registered within boundaries of TOWN or TOWNSHIP Areas	Price per one entry in Town Areas (Excluding VAT)			
	Year 1	Year 2	Year 3	Year 4
Price	R	R	R	R
14% VAT	R	R	R	R
TOTAL (Including VAT)	R	R	R	R

B(2) . Properties registered within RURAL DISTRICT of George and Uniondale	Price per one entry in Town Areas (Excluding VAT)			
	Year 1	Year 2	Year 3	Year 4
Price	R	R	R	R
14% VAT	R	R	R	R
TOTAL (Including VAT)	R	R	R	R

B. Other required pricing (according to paragraphs 11 (number 13 to 16), paragraphs 12 to 16 of the specifications)

	Price per one entry / person / hour / notice or report (Excluding VAT)	
	Year 1	Year 2
Objections:		
1.1 Section 51 Compliance – price per entry	R	R

1.2 Section 53(3) – Price per notice	R	R
Appeals Board Hearings		
2.1 Attendance of Professional Valuer at Appeal Board hearing – Price per day	R	R
2.2 Attendance of Professional Associated Valuer at Appeal Board hearing – Price per day	R	R
3. Public Awareness – Fee per hour	R	R
4. Valuations other than for rating purposes – Price per valuation	R	R
5. Valuation enquiries – Price per request	R	R
6. Additional copies of valuation roll – Price per copy	R	R
Total (Excluding VAT)	R	R
14% VAT	R	R
TOTAL (Including VAT)	R	R

Tenderers MUST tender for every item in each line and column of the above pricing schedules (A and B). Should any tenderer fail to tender as stated above, your tender will be disqualified. This tender will be awarded to one tenderer.

24. DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be as set out hereunder:

Thevaluation system in use by comply with all the requirements of paragraph 13.3.2 of the guidelines.

Security:

Data is stored onsystem. The bidder will ensure that the data protection policy implemented is within the specifications and requirements of the Municipality of the full period of the Tender.

Backup and Recovery:

The valuation system works with registered users which is password protected.

25. COMPUTER SYSTEM

See **Schedule 5** of the Valuer's Tender Documents for full inventory and details of the system

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

26. HUMAN RESOURCES

See annexure's of the Valuer's tender documents for full details of his human resource organogram

27. PROJECT WORK PLAN

See Schedule 6 for a comprehensive work plan and combined work flow and system operation diagram reflecting inter-alia:-

- Work definition
- Work flow
- Timelines
- Deadlines

The above schedule will together with the Key Task Functions under paragraph 11 of the Valuer's Tender Documents form the basis upon which the **MUNICIPALITY** will monitor the Valuer's progress and the **MUNICIPALITY** shall be entitled to take action against the **VALUER** if the above time limits and project plan are not adhered to. The **MUNICIPALITY** reserves the right to review the time frames indicated by the **VALUER** and enforce such time frames or deadlines as provided.

28. PROOF OF INSURANCE COMPLIANCE

Attached as Schedule 7 to the Valuer's Tender Documents

29. TAX CLEARANCE CERTIFICATE

Attached to the Valuer's Tender Documents

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

Attached as Schedule 8 to the Valuer's Tender Documents

31. PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

Original or certified copies of the **VALUER** and nominated person's registration with The South African Council for the Property Valuers Profession attached to the Valuer's Tender Documents

32. STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE

The under mentioned additional services will be included in the tender:

.....

33. DOMICILLIUM:

The parties choose as their **Domicillium et Executandi** the addresses supplied below, but the mentioned domicillium of any one of the parties may be altered by means of a written notice by any one of the parties and regarded as valid as from date of receipt or deemed receipt of such notice by the latter.

The MUNICIPALITY:

George Municipality
P.O. Box 19
Civic Centre
York street
GEORGE

THIS DONE and SIGNED at GEORGE on this the -----day of -----201.....

1.-----

2.-----

MUNICIPALITY

The VALUER:

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

THIS DONE and SIGNED at GEORGE on this the -----day of -----201.....

AS WITNESSES:

1.-----

2.-----

VALUER

Draft Only