SECTION 2.1: SPECIFICATIONS

HESSEQUA MUNICIPALITY	
TENDER SPECIFICATIONS	
Tender Number:	**HES-FIN: 04/2627**
Tender Description:	**THE COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FROM 1 JULY 2027 UNTIL 30 JUNE 2030**

1. BACKGROUND

1.1. The Hessequa Municipality hereby invites tenders from experienced and suitably qualified valuers for THE COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FROM 1 JULY 2027 UNTIL 30 JUNE 2030.

2. CURRENT STATE

2.1. The Municipality does not have a valuer to compile a general valuation roll and needs to appoint a valuer for the required service.

2.2 The date of valuation as determined by the municipality in terms of the Local Government: Municipality Property Rates Act No. 6 of 2004 (herein referred to as the Act), is 1 August 2027.

3. SCOPE OF WORK

3.1 The Hessequa Municipality invites bids from experienced and suitably qualified valuers for THE COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FROM 1 JULY 2027 UNTIL 30 JUNE 2030, in compliance with the Local Government: Municipal Property Rates Act, 2004 (ACT NO. 6 OF 2004), for all areas within its area of jurisdiction including all sectional title schemes.

3.2 In addition to compiling the said valuation rolls, the successful bidder / nominated person/s will be required to assist the municipality with:-

(1) The revision of the Property Rates Policy in terms of the Act regarding valuation matters as and when required.

(2) Attending to Valuation Enquiries on behalf of the municipality.

(3) Community Participation and Public Awareness relating to the valuation and objection process as and when required.

(4) Perform ad-hoc valuations as required by the municipality to determine the market related value for the purpose of disposal or rental in accordance with the requirements of the Municipal Asset Transfer Regulations.

(5) Perform valuations to determine market related rental for municipal property to be let on short or long term basis.

3.3 Tenderer will be required to comply with the requirements of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof.

4. APPLICABLE LEGISLATION & POLICIES

4.1. Municipal Finance Management Act, 56 of 2003
4.2. Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004)
4.3. Hessequa Municipality Property Rates Policy
4.4. Preferential Procurement Policy Framework Act
4.5. Promotion of Access to Information Act, Act 2 of 2000
4.6. Supply Chain Management (SCM) Regulations

4.7. Preferential Procurement Regulations, 2022 **4.8.** Hessequa Municipality Supply Chain Management Policy **4.9.** Hessequa Municipality Preferential Procurement Policy	
5. PRE-QUALIFICATION CRITERIA	
Bidders must comply with the following conditions of tender and must submit supporting proof, failure to comply will eliminate bidders from further evaluation: • Public Liability insurance for a minimum value of R5 000 000.00. • Professional Indemnity insurance relating to the nominated person(s) to a minimum value of R1 000 000. • Bidders must submit an organogram (visual diagram that shows the organization's structure) indicating the personnel assigned to this project. • The nominated valuer and assistant valuers must be registered as Professional Valuers or Professional Associated Valuers in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000). • The nominated valuers must all have a valid certificate from the South African Council for the Property Valuers Profession. A certified copy of the original certificate must be submitted with the tender document. • Submit a project plan to illustrate timelines in compiling the general valuation roll considering the planned schedule set-out in paragraph 12.1. • Submit a manual in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000. • Bidders must provide a recorded demo of the valuation system, refer paragraph 16, AND tender submission on a memory stick.	
6. DEFINITIONS	
6.1. The Act:	means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended.
6.2. Date of Valuation:	shall mean the Date of Valuation as determined by municipality in terms of the Act- **1 AUGUST 2027**
6.3. 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;
6.4. Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);
6.5. Date of Supplementary Valuation	Section 77 of Act 6 of 2004 – A municipality must regularly, but at least once a year, update its valuation roll by causing- (a) a supplementary valuation roll to be prepared, if section 78 applies; or (b) the valuation roll to be amended, if section 79 applies.
6.6. Specialised Properties:	Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties: • Quarries • Provincial and/or State buildings such as Courts, Prisons etc.
6.7. Data and Information:	includes valuations, calculations, spread sheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite

Initials of Service Provider's Authority: .....

	imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;
6.8. Data Ownership:	all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;
6.9. Data Transfer:	all data utilised and/or collected by the Tenderer including that of the data capturers, will be transferred by the Tenderer to the municipality as and when requested, 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.
6.10. Council/Local Authority/Municipality	Hessequa Municipality
6.11. Tender	A written offer, in a prescribed or stipulated form in response to an invitation, by the municipality, for the Management of the Short-term Insurance portfolio of the Municipality, at an agreed premium.
6.12. Tenderer/Bidder	Any person or persons or anybody, incorporated or otherwise, making an offer to arrange short-term insurance for the Municipality.
6.13. Contract Period	This contract will be valid from 1 July 2027 until 30 June 2030.
6.14. Section	means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, any regulations made in terms of Section 83.

7. GENERAL

7.1. The valuation process generates a substantial percentage of municipality's income and therefore the municipality could suffer significant loss of income, if the valuation services provided are not accurate.

7.2. There is also a significant customer service focus associated with the valuation process that impacts on the municipality's image.

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

7.4. The successful Tenderer must ensure that no conflict of interest occurs during the valuation process. In order to comply with Section 43 (5) of the Act, the successful tenderer must disclose all information regarding any property in which the tenderer (or any members of the enterprise) or any spouse, parent, child, partner or business associate has a personal or private business interest.

7.5. Tenderer(s) will be required to prepare and submit a project plan, inline with the planned timelines as per paragraph 12 of this document. The submitted project plan will together with the Key Task Functions under paragraph 12 hereof become the basis upon which the municipality will monitor the Tenderer(s) progress and the municipality shall be entitled to take action against Tenderer if the time limits and project plan are not adhered to. The Municipality reserves the right to review the time frames indicated by the Tenderer and enforce such time frames or deadlines as provided under paragraph 12 hereof.

7.6. Municipality will provide the Tenderer with certain data as detailed in paragraph 11.

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

7.8. The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the form of tender and the annexures (where applicable).

7.9. Tenders may only be submitted on the official tender document. The tender documents must be fully completed and signed.

7.10. The Municipality is not bound to accept the lowest or any tender and reserve the right to accept any tender either wholly or a part thereof. The Municipality reserves the right to accept alternative tenders.

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

8.1. 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.

8.2. In terms of the Promotion of Access to Information Act, the Municipality is obliged to provide certain information to the public.

8.3. The Bidder must comply with Section 51 of the above-mentioned Act and submit the manual with the tender submission.

8.4. The 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.

8.5. The Bidder will however be required to supply any information that is of a general nature appearing in the Valuation Rolls and that is available to the public in the format prescribed by the Municipality.

8.6. Confidential information is to be considered as data specific to a property and unique thereto where such information is not, available to the public. Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company property, turnover clauses and property owner's personal and contact details. Such information may only be disclosed in terms of Section 44 of the Act.

9. CONFIDENTIALITY

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

9.2. 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 organisation receiving the information or data through the Bidder, or any of their employees or agents.

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

10. GENERAL SPECIFICATIONS

10.1. Property sales are to be comprehensively inspected and analysed during the compilation maintenance phase of this tender. Such analysis must be fully documented and made available for internal and external monitoring purposes. Sales are to be distinguished between vacant and improved sales.

10.2. Critical data that has a direct effect on the market value of properties are to be documented, recorded and analysed during the duration of this tender.

10.3. The Tenderer must compile and submit a detailed technical valuation report prior commencement of compiling valuations detailing a market survey, market conditions, analysis of comparables and method of valuation by 31 August 2027.

10.4. The technical valuation report must be presented to the municipality by no later than 15 September 2027.

10.5. Building plans 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.

10.6. Actual use must be reflected which includes illegal uses.

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

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

Initials of Service Provider's Authority: .....

10.9. All data provided, inclusive of the Valuation Rolls must be in both MS-Excell and PDF format as per the required format of the municipality.

10.10. The Bidder is required to compile a valuation roll in terms of Section 34(b) of the Act together with the compilation of annual supplementary valuation rolls for the duration of this tender. The following is an **approximate summary** of the number of entries appearing in the current Valuation Roll:

DESCRIPTION / CATEGORY	ESTIMATED NUMBER OF ENTRIES
Commercial	**722**
Commercial Vacant	**33**
Agricultural	**2 943**
Industrial	**110**
Industrial Vacant	**39**
Municipal	**1 428**
Public Benefit Organisations	**14**
Public/Private Open Space	**184**
Place of Worship	**118**
Public Service Infrastructure	**321**
Residential	**14 602**
Residential Vacant	**1 449**
Public Service Purpose	**78**
Nature Reserves	**70**
TOTAL ESTIMATED NUMBER OF ENTRIES	**22 111**

10.11. The Bidder must base the pricing of the general valuation roll on the estimated number of entries above.

10.12. The Bidder is required to compile and maintain Supplementary Valuation Rolls for the period: from 1 July 2028 to 30 June 2030 in terms of the Act and current and future related requirements.

10.13. The Bidder is required to supply the Municipality with a contact person at their office which will answer all our queries who'll provide feedback to the municipality within 48 hours. These queries include client's requests for information regarding the calculation of the valuation.

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

- Compilation of a general valuation roll and supplementary valuation roll in terms of the prescripts of the Act.
- Designate the usage of each property and the relevance of Section 78 of the Act, including effective dates in compilation of the valuation roll and supplementary valuation rolls.
- Valuation of multiple purpose properties in terms of Section 9 of the Act and the review thereof.

- Compile valuations in terms of Section 7(1) of the Act and subject to the provisions of Section 30(2) of the Act, where applicable.
- Compliance with the provisions of Section 30 of the Act.
- Compile the Valuation Rolls as at the date of valuation in terms of Section 31 of the Act.
- Comply fully with Section 34 of the Act – Functions of Municipal Valuer.
- Assume responsibility for the performance of Data Collectors.
- Comply with Section 37 of the Act – Delegation where applicable and if necessary.
- Comply with Section 39 of the Act – Qualification of municipal valuers.
- Comply with Section 40 of the Act – Prescribed declarations.
- Comply with Section 41 of the Act – Inspection of property within defined days and times.
- Comply with Section 42 of the Act – Access to information.
- Comply with Section 43 of the Act – Conduct of valuers.
- Comply with Section 44 of the Act – Protection of information.
- Comply with Section 45 of the Act – Valuation methodology and paragraph 3.2 hereof.
- Comply with Section 46 of the Act – General basis of valuation.
- Comply with Section 47 of the Act – Sectional title schemes.
- Comply with Section 48 of the Act – Contents of Valuation Roll including any additional information that the Municipality may require in terms of this tender.
- Comply with Section 51 of the Act – Objections will be received and recorded by the Municipality.

10.15. A Supplementary Valuation Roll must be compiled at least once a year for the periods:

10.15.1. 1 July 2028 to 30 June 2029

10.15.2. 01 July 2029 to 30 June 2030

10.15.3. The Bidder will be required to submit a certified Supplementary Valuation Roll to the Municipal Manager no later than the date as determined by the Municipality.

10.16. Supplementary valuations must be compiled on an on-going basis as requested by the Municipality. The Bidder must maintain a register of all Supplementary Valuations in the course of being compiled by the Bidder and submit a monthly schedule of all supplementary valuations compiled by the valuer by the date determined by the Municipality.

10.17. The Bidder must prepare and issue all individual notices in terms of Section 49(c) & Section 78(5)(a) on behalf of the municipality at actual postage costs of the South African Post Office. Courtesy notifications via electronic media (SMS, WhatsApp, E-mail) must be issued by the Bidder through the bidder's electronic system at no cost. All proof of issuing notices must be kept for record purposes.

10.18. The cost of compiling Supplementary Valuation rolls and the maintenance thereof shall be based on the fees as set out in the Pricing Schedule.

10.19. The Bidder must base the pricing for Supplementary Valuations on the historic number of entries. There is about 22 111 properties in the Hessequa Municipality, the following is a history of total supplementary valuations done for the past three years:

10.19.1. 574 Supplementary Valuations done for 2023/2024

10.19.2. 904 Supplementary Valuations done for 2024/2025

10.19.3. 710 Supplementary Valuations done for 2025/2026

10.20. Objections

10.20.1 The Bidder must comply with the provisions of Section 51, 52 & 53 of the Act.

10.20.2 All objections received by the closing date of any notice within the contract period must be handled and finalised by the service provider irrespective of the contract termination period provided that the objection was lodged within the contract period.

10.21. Appeals

10.21.1 The Bidder must attend all hearings of the Valuation Appeal Board in person. The cost of attending the hearings to be reflected in the Pricing Schedule.

10.21.2 All appeals received by the closing date of any notice within the contract period must be handled and finalised by the service provider irrespective of the contract termination period provided that the appeal was lodged within the contract period.

11. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY

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

11.1.1. Current Valuation Roll;
11.1.2. Copies of all Supplementary Valuation Rolls of the current valuation roll;
11.1.3. Other available data such as valuation records etc. (Immediately if these are available).

11.2. OPTIONS

The Municipality will specify which of the following data relating to compilation of the supplementary rolls it will make available to the Tenderer and which data it requires the Tenderer to obtain at their cost:

#	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1.	Monthly schedule of completed buildings and building plans and occupation certificates. **Note**: Plans must be inspected and scanned on-site by the valuers to minimize the risk of lost building plans.	Yes	Tenderer may make use of aerial photography at their own cost as an additional tool however it is compulsory that the tenderer physically inspects each property.
2.	Bulk deeds download at commencement date. Bulk deeds download to be provided to the municipality on the date of extraction.		Yes
3.	Monthly deeds information downloads in respect of property changes. Monthly downloads to be provided to the municipality by the 7th of a month.		Yes
4.	GIS Maps where needed	Yes	
5.	Copies of all consent use applications received, approved or declined	Yes	
6.	Copies of all township applications, rezoning, subdivisions, consolidations and notaries submitted to and approved by the municipality including rejections	Yes	
7.	Copies of all policy decisions relating to immovable property within municipality	Yes	
8.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	Yes	
9.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	Yes	
10.	Town planning scheme	Yes	
11.	As- is site plans (field sheets) compiled by Valuer		Yes

	during inspection (soft- and hard copy)		
12.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register: • Copy of Proclamation Notice • Amendment Scheme • Service Agreement • And any other relevant information	Yes	
13.	Notices appearing in government/provincial gazettes relating to properties within the municipality	Yes	
14.	Copies of annual reviewed rates policy	Yes	

11.3. **The Municipality will not provide Aerial photography and/or satellite imagery and will not refund any costs that the Tenderer might incur by obtaining these aids.**

11.4. **The cost of aerial photography and/or satellite imagery must be included in the total tender amount should the bidder decide to make use of such aids.**

11.5. **Physical inspection of properties, obtaining and keeping proof thereof is compulsory in the valuation process.**

11.6. 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 valuation and/or the supplementary valuation rolls.

11.7. Tenderer will not be held liable for any such delays.

11.8. Tenderer will however be held fully liable for any delays in the submission of supplementary valuations to the municipality when the requested data has been supplied.

11.9. Where the municipality does not fulfil any of its 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.

12. KEY TASK FUNCTIONS IN COMPILATION OF THE VALUATION ROLL

12.1. The Bidder will be required to follow the stages set out below and adhere to the following deadlines:

STAGE	DESCRIPTION	DEADLINE DATE
1	Initial Data collection: deeds download, existing valuation roll download.	01-07-2027
2	Obtaining of new data necessary to compile valuations:- Including **physical inspection of properties**, data capture, sales, measurements, rentals, expense ratios etc.	01-10-2027
3	Compiling of valuations.	03-12-2027
4	Submission of draft roll.	15-12-2027
5	Internal Monitoring of Valuations	17-12-2027 till 17-01-2028

6	Correction of Draft Roll and Submission of the certified General Valuation Roll to the Municipal Manager	17-12-2027 till 31-01-2028
7	Objections process as per Act and Public Awareness – Closing of objection period.	17-03-2028
8	Handling / Processing of objections.	18 -03-2028 till 15-04-2028
9	Submission of all electronic data or copies thereof to municipality.	30-06-2028
10	Appeal Period	19-04-2028 till 18-05-2028
	IMPLEMENTATION	01 JULY 2028
11	Valuation Appeal Board Hearing	18-07-2028

12.2. Guidelines of what is required at each stage:

12.2.1. Accurate data collection is critical during the duration of the entire contract.

12.2.2. The Bidder 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.

12.2.3. 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.

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

12.2.5. 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.

12.2.6. Monthly and quarterly progress reports must be submitted as per Section 34 (Aa) on the following dates:

- 10th of each month;
- 10 October 2027
- 10 January 2028
- 10 April 2028
- 10 July 2028

12.2.7. 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.

12.3. Minimum requirements per stage referred to in 12.1

12.3.1. Stage 1: Obtain the following on commencement:

12.3.1.1. Copy of the current valuation roll.
12.3.1.2. All supplementary valuation rolls.
12.3.1.3. Cadastral information.
12.3.1.4. Deeds download.
12.3.1.5. Download all data onto the Bidder's valuation system.
12.3.1.6. Compare cadastral with the deeds download and existing Municipal Valuation Roll.

12.3.2. Stage 2: Data Collection

12.3.2.1. Includes: Physical Inspections of properties, measurements, transactions, field sheets, data capture forms, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.

12.3.3. Stage 3: Valuation Compilation

12.3.3.1. Analysis of all data and compiling of draft valuations.

12.3.4. Stage 4: Submission of Draft Roll:

12.3.4.1. Draft roll to be submitted.
12.3.4.2. Draft roll to comply with Section 48 (2).
12.3.4.3. Rolls must be fully balanced and subtotals must be calculated for each suburb.
12.3.4.4. Draft rolls must have comparable information of previous/current valuation roll.

12.3.5. Stage 5: Internal Monitoring of Valuations:

12.3.5.1. Internal quality control to be conducted by Tenderer and the municipality.
12.3.5.2. Draft valuations must be measured against transactions and other relevant market data and adjusted to date of valuation.
12.3.5.3. The initial roll after internal monitoring must be amended and/or corrected if necessary.
12.3.5.4. This includes cross boundary monitoring within the municipal area if applicable.

12.3.6. Stage 6: Corrections of Draft Roll and Submission of Certified Roll:

12.3.6.1. 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.
12.3.6.2. All draft valuation rolls submitted may be subjected to external monitoring by the municipality.
12.3.6.3. 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.
12.3.6.4. The Tenderer shall provide the final roll in a suitable format to be uploaded to the financial management system.
12.3.6.5. The Tenderer shall provide a comparison of categories and valuations between the final roll and the current implemented valuation roll at the date of submitting the final roll.
12.3.6.6. Tenderer shall prepare and distribute individual notices in terms of Section 49 (c) per paragraph 10.17.

12.3.7. Stage 7: Objection Process and Public Awareness:

12.3.7.1. Tenderer will be obliged to attend to the following section(s) of the Act.
12.3.7.2. Receive objections in terms of section 50(5).
12.3.7.3. Attend public awareness meetings withing the different areas as determined by the municipality.

12.3.8. Stage 8: Handling/ Processing of Objections:

12.3.8.1. Tenderer will be obliged to attend to the following sections of the Act:

12.3.8.2. Comply with section 51, 52 and 53.

12.3.9. Stage 9: Submission of All Data or Copies thereof to the Municipality:

12.3.9.1. Tenderer will have to ensure that a copy of all data in their possession has been provided to municipality in either an electronic or hard copy format on the date specified in paragraph 12.

12.3.10. Stage 10: Appeal Board:

12.3.10.1. Appeals to be accepted by the municipality in terms of section 54.

12.3.11. Stage 11: Valuation Appeal Board Hearing:

12.3.11.1. In terms of section 34(f) and section 54, the Tenderer shall be obliged to attend all sittings of the Valuation Appeals Board and provide the Appeal Board with valuation information and to oppose all appeals.

13. PRINTING AND BINDING OF ROLLS

13.1. The provisional and final valuation rolls (including supplementary valuation rolls) 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 due date.

13.2. A separate provisional and final valuation roll (including supplementary valuation rolls) for each of the following suburbs must be submitted:

- Riversdal
- Riversdal Nedersetting
- Stilbaai East
- Stilbaai West
- Albertinia
- The Fisheries (Gouritzmond)
- Jongensfontein
- Witsand
- Heidelberg
- Slangrivier
- Farms (Riversdal RD/Mosselbay RD/Swellendam RD)

13.3. Tenderer shall be responsible for providing 17 copies of the valuation rolls (including supplementary valuation rolls), one of which will be certified.

13.4. The valuation rolls shall be printed in A4 format, back-to-back, be appropriately indexed, spirally bound and each volume shall be numbered and include a cover and back page.

13.5. All pages of the valuation rolls shall be consecutively numbered.

13.6. The printing and binding of the valuation rolls shall be for the account of the Tenderer.

13.7. In addition, Tenderer shall provide the municipality with an electronic copy of the valuation rolls in Excel format on the date of submitting the printed versions.

13.8. In the event where a supplementary valuation roll was executed for implementation, the Tenderer will provide the municipality with an updated valuation roll which will include all changes in terms of the supplementary valuations, objection and appeal outcomes.

13.9. Additional copies of the supplementary valuation rolls will be supplied by the Tenderer at a cost as indicated in the pricing schedule.

14. PUBLIC PARTICIPATION AND AWARENESS

14.1. The Tenderer may be required to attend meetings regarding the rating policy as well as being involved

in public awareness relating to the valuation process.

14.2. The 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 is levied. The costs hereof are set out in the Pricing Schedule.

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

15.1. 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.

15.2. The Tenderer must nominate the person to be designated as the Municipal Valuer by completing Schedule 1 and include proof of registration as a Professional Valuer or Professional Associated Valuer as well as a detailed Curriculum Vitae. In Schedule 3 the Tenderer must provide a full list of names of all persons who will be involved in carrying out the valuations, as well as information about the capacity, qualifications and experience of each person involved. If new or replacement staff are appointed before or during the course of the valuation, the Municipality must be provided with a new list of names within ten (10) days after such appointed/amendment.

15.3. The municipality reserves the right to fully investigate the qualifications, experience and performance of the Tenderer(s) nominated person/s in terms of Schedules 1, 2 and 3 hereof by reference to:

- **15.3.1.** appeal board hearings;
- **15.3.2.** arbitration and supreme court hearings;
- **15.3.3.** general standing of the nominated person/s within the valuation profession;
- **15.3.4.** any institution/municipalities that similar services were provided to;
- **15.3.5.** any professional body that the nominated person/s is associated with and
- **15.3.6.** interviews with the nominated person/s.

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

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

15.6. The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of Schedule 1 and 2 bind themselves jointly and severally with Tenderer to fulfil all terms and conditions of this Tender together with all schedules.

15.7. The Municipal Valuer and/or Assistant Municipal Valuer will be required upon appointment, to comply in terms of Section 43(1)(c) with the Code of Conduct set out in Schedule 2 of the Municipal Systems Act 2000 (Act No. 32 of 2000).

16. ELECTRONIC VALUATION SYSTEM

16.1. The Tenderer must have cloud-based mass valuation system or computer assisted mass appraisal system in place that is designed to manage the full valuation cycle.

16.2. The tenderer shall provide access to municipal officials to view entries, extract data and reports and monitor progress of tasks executed.

16.3. The system must be mSCOA compliant.

16.4. In addition, the system must at least provide for the following functionality:

- **16.4.1.** a full audit trail
- **16.4.2.** customisable reporting (project status, progress, variances, comparison etc.)
- **16.4.3.** portal for public interaction (issuing of notices via e-mail, SMS, WhatsApp, receiving objections/appeal/review request supported by document uploading, general notices etc.)
- **16.4.4.** property rates calculator integrated on the municipality's website
- **16.4.5.** customisable notification letter formats (S49 notices, supplementary notices, general notices etc.)
- **16.4.6.** support integration and live viewing of third-party property data vendors such as Google Street/Maps/Deeds etc.

16.4.7. storing and retrieval of data collected used in for valuation purposes eg. Pictures of properties from initial data collection.

16.5. Where required by Hessequa, Hessequa GIS System must be updated with valuation information, GPS co-ordinate and additional data of each property must be provided in the required format and MS Excel format upon completion of valuation such as:

16.5.1. ERF Number
16.5.2. Street Address
16.5.3. Photo of property
16.5.4. Deeds Data
16.5.5. Floor area of Building
16.5.6. GPS coordinate
16.5.7. All collected information pertinent to the valuation

16.6. The Tenderer shall ensure that all cloud-hosted services, applications, and associated infrastructure used to process, store, transmit, or manage Municipal information are maintained in accordance with applicable legislation, including the Protection of Personal Information Act (POPIA), and recognised industry security standards.

16.7. The Tenderer shall implement and maintain appropriate technical and organisational security controls, including but not limited to multi-factor authentication, encryption of data in transit and at rest, role-based access controls, vulnerability and patch management, malware protection, security monitoring, backup and recovery procedures, and incident response capabilities.

16.8. The Tenderer shall remain responsible for all security controls that fall within its scope under the shared responsibility model and shall clearly identify and document any controls provided by the underlying cloud service provider.

16.9. The Tenderer shall ensure that Municipal data is hosted only in approved locations and shall not transfer, process, or disclose Municipal data to any third party, subcontractor, or sub-processor without prior written approval from the Municipality. A register of all sub-processors and data hosting locations shall be maintained and provided upon request.

16.10. The Tenderer shall notify the Municipality of any actual or suspected security incident, data breach, unauthorised access, or loss of data within twenty-four (24) hours of becoming aware of such event and shall provide ongoing updates until the matter has been resolved.

16.11. The Municipality reserves the right to request reasonable evidence of compliance with security and data protection requirements, including independent audit reports, security assessments, penetration testing results, certifications, or other relevant assurance documentation.

16.12. The Tenderer shall support periodic reviews and risk assessments conducted by or on behalf of the Municipality.

16.13. Upon expiration or termination of the Agreement, the Tenderer shall, at no additional cost unless otherwise agreed, provide all Municipal data in a structured and commonly used format and shall certify the secure deletion of all Municipal data from its systems and those of its subcontractors, except where retention is required by law.

16.14. The Tenderer shall maintain appropriate business continuity and disaster recovery arrangements to ensure the availability, integrity, and recoverability of Municipal information and services throughout the term of the Agreement.

16.15. The Municipality reserves the right to identify and require additional security, governance, assurance, or compliance controls aligned with SOC 2 principles and industry best practice. Any such requirements will be clarified during the implementation phase and, where applicable, negotiated and incorporated into the Service Level Agreement (SLA) or related contractual arrangements following contract award."

17. DATA COLLECTION AND DATA COLLECTION SYSTEMS

17.1. Tenderer will be fully responsible to obtain all data necessary for successful compilation of the general and supplementary Valuation Rolls.

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

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

17.4. 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.

17.5. If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give Tenderer 20 days written notice setting out their findings and request Tenderer to rectify such default, failing which municipality shall be entitled to cancel this tender without further notice.

17.6. Tenderer will be given the opportunity to explain to municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by Tenderer. All data collected by Tenderer is the property of municipality.

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

18. DATA BACK-UP

18.1. All data collected by Tenderer is the property of the municipality.

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

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

18.4. 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 twenty working days from date of data disaster.

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

18.6. 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.

19. PENALTIES AND DEFAULTS

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

19.2. In the event of Tenderer not conforming to the standards required by the municipality as contained in the tender document, Tenderer shall be given 20 days written notice to remedy such default failing which, the municipality will be allowed to cancel this appointment without further notice.

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

19.3.1 Non-compliance to submission dates
19.3.2 Breach of confidentiality and/or conflict of interest;
19.3.3 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.
19.3.4 Inadequate valuation results measured against monitoring;
19.3.5 Non-compliance with the Act and any other conditions referred to in this tender.
19.3.6 Dishonesty
19.3.7 Corruption

19.4. In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality. In all of the other events, the municipality will give Tenderer 20 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice.

19.5. 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.

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

19.7. The findings of the adjudicator will be handed to the municipality, the nominated person and Tenderer. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary

steps against the nominated person and/or the Tenderer. The nominated person and/or Tenderer shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Tenderer and nominated person.

19.8. The Municipality appoints the Valuer who will conduct an investigation and the Tenderer (Service Provider) will be provided with an opportunity to 'state their case' and consider all the evidence and documents before him/her to make a decision. This process or outcome do not waive any party, the Municipality or Service Provider's right for any other recourse provided for in law, if either party is aggrieved with the outcome.

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

19.10. The Municipality shall in addition to any of its other rights to claim damages from the Tenderer be entitled to enforce a penalty.

19.11. Upon failure to comply with the deadlines agreed upon in this contract, the Tenderer will be fined retrospectively to the agreed date on a daily basis to the amount of one thousand rand (R1 000.00) per day until the terms of the agreement have been fulfilled. This step will take place notwithstanding the Municipality's rights and remedies and the right to claim damages.

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

20. INSURANCE

20.1. Tenderer shall submit proof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 million and Public Liability Insurance held by Tenderer for a minimum value of R5 million as per the pre-qualification criteria.

21. QUALIFIED TENDERS

21.1. Qualified tenders may be disregarded at the discretion of the Municipality.

22. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

22.1. The service provider must adhere to all statutory requirements.

23. PRICING REQUIREMENTS

23.1. The Schedule of Fees, Schedule 4 must be completed by the Tenderer.
23.2. All other costs must be included in the tender rates.
23.3. Price evaluation will be based on all tender amounts as per items 1 to 8 on the pricing schedule.
23.4. The service provider will submit invoices to the Municipality per the completion of instructions.
23.5. These invoices will be paid within 30 days from date of the statement received.

24. METHOD OF PAYMENT

24.1. The municipality will pay Tenderer on a progress basis measured against performance of each stage in the compilation of a general valuation roll, upon completion as follows:

Stage No.	Description	% Payment of Amount Tendered for Completion of Valuation Roll
1&2	Commencement and Data Collection	10%
3	Valuation Compilation	20%
4	Submission of Draft Roll	10%
6	Submission of Certified Roll	35%
8	Handling/Processing of objections	15%
9	Valuation appeal board hearing	Tender rate 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.
10	Submission of data to municipality	10%

24.2. Payment for each stage of a Supplementary Valuation Roll will occur as per the table below:

Stage No.	Description	Payable on Completion
1	Submission of the Certified Supplementary Roll with additional copies	Payment as per the Pricing Schedule.
2	Reasons	Payment as per the Pricing Schedule.
3	Completion of the Objection Process	No Payment
4	Completion of the Appeal Process	Payment as per the Pricing Schedule.
5	Finalized consultations and Ad-hock valuations	Payment as per the Pricing Schedule.

25. EVALUATION

25.1. All acceptable tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).

25.2. All tenders received shall be evaluated in accordance with the Hessequa Municipality Supply Chain Management and Preferential Procurement Policies.

25.3. Points will be awarded to tenderers who are eligible for preferences in terms of Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution & Locality).

25.4. The terms and conditions shall apply in all respects to the tender evaluation process and any

Initials of Service Provider's Authority: .....

subsequent contract.	
26. EVALUATION OF TENDERS ON FUNCTIONALITY	
26.1. The tender will be evaluated on functionality. **26.2.** The evaluation criteria are contained in the document describing functionality criteria. **26.3.** A minimum score of 80% is required in order to be evaluated for price and preference. **26.4.** No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality.	
27. ABBREVIATIONS	
1.1. SCM	Supply Chain Management
1.2. VAT	Value-Added-Tax

Failure to provide the information as stated above, will result in your tender being declared non-responsive.

DECLARATION,

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

AUTHORISED SIGNATURE: .....

NAME: .....

CAPACITY: ..... DATE: .....