SECTION 2.1: SPECIFICATIONS

HESSEQUA MUNICIPALITY	
TENDER SPECIFICATIONS	
Tender Number:	**HES-FIN 02/2627**
Tender Description:	**THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS FROM INCEPTION UNTIL 30 JUNE 2028**

1. BACKGROUND

1.1 The Hessequa Municipality hereby invites tenders from experienced and suitably qualified valuers for THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS FROM INCEPTION UNTIL 30 JUNE 2028.

2. CURRENT STATE

2.1 The Municipality has appointed a service provider for the compilation of the valuation roll. supplementary valuation rolls as well as the maintenance thereof from 01 July 2020 until 30 June 2026.

3. SCOPE OF WORK

3.1 The Hessequa Municipality invites bids from experienced and suitably qualified valuers for THE COMPILATION AND MAINTENANCE OF SUPPLEMENTARY VALUATION ROLLS FROM INCEPTION UNTIL 30 JUNE 2028, 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 Supplementary valuation rolls, the successful bidder / nominated person/s will be required to assist the municipality with:-

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

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

(3) 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.

(4) 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

5.1 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 with names and surnames)** indicating the permanent 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.
- Bidders must provide the 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- **2 JULY 2020**
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 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

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

	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 the day of inception until 30 June 2028.
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 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 Municipality will provide the Tenderer with certain data as detailed in paragraph 11.

7.6 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.

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

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

7.9 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 Accordingly, the successful Bidder will be required to compile a manual as required in terms of Section 51 of the above-mentioned Act and submit that manual within two (2) weeks after the appointment date.

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 and 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 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.

10.4 Actual use must be reflected which includes illegal uses.

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

10.6 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.

10.7 All data provided, inclusive of the Valuation Rolls must be in both MS-Excell and PDF format.

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

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

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

- Designate the usage of each property and the relevance of Section 78 of the Act, including effective dates.
- 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.

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

- 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.

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

Inception to 30 June 2027
01 July 2027 to 30 June 2028
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.

10.12 The Municipality will require that the Bidder maintain a register of all Supplementary Valuations in the course of being compiled by the Bidder.

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

10.14 There is about 22 154 properties in the Hessequa Municipality, the following is a history of total supplementary valuations done for the past three years:

10.14.1. 574 Supplementary Valuations done for 2023/2024

10.14.2. 904 Supplementary Valuations done for 2024/2025

10.14.3. 710 Supplementary Valuations done for 2025/2026

10.15 Objections

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

10.15.2 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.

10.16 Appeals

10.16.1 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.

10.16.2 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:

1. Current Valuation Roll;

2. Copies of all Supplementary Valuation Rolls;
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.	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.	Monthly deeds information downloads in respect of property changes		Yes
3.	GIS Maps where needed	Yes	
6.	Copies of all consent use applications received, approved or declined	Yes	
7.	Copies of all township applications, rezoning, subdivisions, consolidations and notaries submitted to and approved by the municipality	Yes	
8.	Copies of all policy decisions relating to immovable property within municipality	Yes	
9.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	Yes	
10.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	Yes	
11.	Town planning scheme	Yes	
12.	As- is site plans (field sheets) compiled by Valuer during inspection (soft- and hard copy)		Yes
13.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register: • Copy of Proclamation Notice	Yes	

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

	• Amendment Scheme • Service Agreement • And any other relevant information		
14.	Notices appearing in government/provincial gazettes relating to properties within the municipality	Yes	
15.	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 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.

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

11.7 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.

11.8 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. PRINTING AND BINDING OF ROLLS

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

12.2 A separate supplementary provisional valuation roll 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)

12.3 Tenderer shall be responsible for providing 17 copies of the supplementary valuation roll, one of which will be certified.

12.4 The supplementary valuation rolls shall be printed in A4 format, back-to-back, and shall be appropriately indexed.

12.5 The supplementary valuation roll shall be spirally bound and each volume shall be numbered and contain a cover and back page.

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

12.7 The printing and binding of the supplementary valuation roll shall be for the account of the Tenderer.

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

12.9 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.

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

13. PUBLIC PARTICIPATION AND AWARENESS

13.1 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.

13.2 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.

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

14.1 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.

14.2 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.

14.3 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:

- 14.3.1 appeal board hearings;
- 14.3.2 arbitration and supreme court hearings;
- 14.3.3 general standing of the nominated person/s within the valuation profession;
- 14.3.4 any institution/municipalities that similar services were provided to;
- 14.3.5 any professional body that the nominated person/s is associated with and
- 14.3.6 interviews with the nominated person/s.

14.4 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.

14.5 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.

14.6 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.

14.7 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).

15. ELECTRONIC INFORMATION

15.1 Where required by Hessequa, Hessequa ESRi GIS System must be updated with valuation information, GPS co-ordinate and additional data of each property must be provided in shaped files (WGS 84) and MS Excel format upon completion of valuation.

- 15.1.1 ERF Number
- 15.1.2 Street Address

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

15.1.3 Photo of property
15.1.4 Deeds Data
15.1.5 Floor area of Building
15.1.6 GPS coordinate
15.1.7 All collected information pertinent to the valuation

16. DATA COLLECTION AND DATA COLLECTION SYSTEMS

16.1 Tenderer will be fully responsible to obtain all data necessary for successful compilation of the Supplementary Valuation Rolls.
16.2 The data collected by Tenderer must be capable of being checked, audited, verified and monitored
16.3 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.
16.4 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.
16.5 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.
16.6 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.
16.7 The collection of data on behalf of the municipality is critical and vital in the determination of true and accurate municipal valuations.

17. DATA BACK-UP

17.1 All data collected by Tenderer is the property of the municipality.
17.2 Tenderer will be required at all times to fully protect such data against theft, data corruption, data espionage and data loss.
17.3 The maintenance and protection of data on behalf of municipality is critical and vital.
17.4 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.
17.5 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.
17.6 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.

18. PENALTIES AND DEFAULTS

18.1 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.
18.2 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.
18.3 Serious default of this contract shall include but not be limited to:
18.3.1 Non-compliance to submission dates
18.3.2 Breach of confidentiality and/or conflict of interest;
18.3.3 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.
18.3.4 Inadequate valuation results measured against monitoring;
18.3.5 Non-compliance with the Act and any other conditions referred to in this tender.
18.3.6 Dishonesty
18.3.7 Corruption

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 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.

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

18.10 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.

18.11 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.

19. INSURANCE

19.1 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.

20. QUALIFIED TENDERS

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

21. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

21.1 The service provider must adhere to all statutory requirements.

22. PRICING REQUIREMENTS

22.1 The Schedule of Fees, Schedule 4 must be completed by the Tenderer.
22.2 All other costs must be included in the tender rates.
22.3 Price evaluation will be based on all tender amounts as per items 1 to 8 on the pricing schedule.

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

22.4 The service provider will submit invoices to the Municipality per the completion of instructions.
22.5 These invoices will be paid within 30 days from date of the statement received.

23. METHOD OF PAYMENT

23.1 Payment for each of the 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.

24. EVALUATION

24.1 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).
24.2 All tenders received shall be evaluated in accordance with the Hessequa Municipality Supply Chain Management and Preferential Procurement Policies.
24.3 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).
24.4 The terms and conditions shall apply in all respects to the tender evaluation process and any subsequent contract.

25. EVALUATION OF TENDERS ON FUNCTIONALITY

25.1 The tender will be evaluated on functionality.
25.2 The evaluation criteria are contained in the document describing functionality criteria.
25.3 A minimum score of 80% is required in order to be evaluated for price and preference.
25.4 No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality.

26. 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: .....