SERVICE LEVEL AGREEMENT

SMT13/22/23

Entered into by and between

SWELLENDAM MUNICIPALITY

(A Local Government Institution established in accordance with the laws of the Republic of South Africa, having its main place of business at 49 Voortrek Street, Swellendam, 6740, represented by Mrs. A. Vorster in her capacity as Acting Municipal Manager, duly authorized hereto)

(Hereinafter referred to as "the **Municipality**")

And

DDP VALUERS (PTY) LTD

(A Private Company duly incorporated in terms of the laws of the Republic of South Africa, having its main place of business at Menlyn Square Office, 134 Aramist Avenue, Menlyn, Pretoria, 0181 with registration number, 2000/030732/07 represented herein by

Mr. Martinus Frederik Rudolf Geyser in his capacity as CEO, duly authorized thereto)

(Herein referred to as "the **Service Provider**")

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PREAMBLE

WHEREAS DDP Valuers (Pty) Ltd was appointed as **Service Provider** under reference SMT13/22/23, for the Provision of Professional Services for Compilation of General and Supplementary Valuation Role for the period from 01 October 2022 to 30 September 2027; and

WHEREAS The duration of this agreement is subject to the Purchaser following a section 33 process in terms of the Municipal Finance Management Act, 2003. Should the outcome of this process not be successful the duration will automatically reduce to 3 years with the option to extend for a further period; and

WHEREAS DDP Valuers (Pty) Ltd accepted such appointment;

Now therefore the Parties agree as follows:

1. INTERPRETATION

1.1 The terms and conditions contained in the General Conditions of Contract (GCC), incorporated in the tender document forms part of the Agreement between the Parties as if specifically incorporated herein.

1.2 In the event of any inconsistency between the provisions of this Agreement and the terms and conditions contained in the GCC, the provisions of this Agreement shall prevail over the terms and conditions contained in the GCC.

1.3 In this Agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings: -

1.3.1 **"Agreement"** means this document, as part of the contract [inclusive of the tender document; award submission; appointment letter), Government Procurement – General Conditions of Contract and any other annexures hereto and **"this Agreement"** or **"the Agreement"** shall bear the same meaning.

1.3.2 **''By-Law''** the Swellendam Municipality By-Law on Special Rating Areas;

1.3.3 **"Data Subject"** means the person to whom the personal information relates;

1.3.4 "MPRA" means the Municipal Property Rates Amendment Act 29 of 2014 as amended from time to time;

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1.3.5 **"Municipality"** means the Swellendam Municipality.

1.3.6 "Municipal Area" means the municipal area falling in the jurisdiction of the **Municipality**, which include the following areas:

1.3.6.1 Swellendam

1.3.6.2 Barrydale

1.3.6.3 Suurbraak

1.3.6.4 Buffelsjagsrivier

1.3.6.5 Malagas

1.3.6.6 Infanta; and

1.3.6.7 Swellendam **Municipality** farms and rural areas;

1.3.7 **"Operator"** means a person who processes personal information for a responsible Party in terms of a contract or mandate, without coming under the direct authority of that Party.

1.3.6 **"Parties"** means the **Municipality** and the Service Provider, and each individually shall be referred to as a **"Party"**.

1.3.7 **"Personal Information"** means:

i. Race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth;

ii. Education, medical, financial, criminal or employment history;

iii. Names, identity number and/or any other personal identifier, including any number(s), which may uniquely identify a Data Subject, account or client number, password, pin code, customer or Data Subject code or number, numeric, alpha, or alpha-numeric or configuration of any nature, symbol, e-mail address, domain name or IP address, physical address, cellular phone number, telephone number or any other particular assignment;

iv. Blood type, fingerprint or any other biometric information;

v. Personal opinions, views or preferences;

vi. Correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence); and

vii. Corporate structure, composition and business operations (in circumstances where the Data Subject is a juristic person) irrespective of whether such information is in the public domain or not;

1.3.8 **"Professional Services"** means the Services to be rendered by the **Service Provider** in the compilation and maintenance of a general valuation roll and supplementary valuation rolls as well as the supply of other valuation-related services in terms of the MPRA, for all properties within the Municipal Area;

1.3.9 **"Municipality"** means the Swellendam Municipality.

1.3.10 **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013, as amended or substituted from time to time;

1.3.11 **"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information including:

i. The collection, receipt, recording, organization, collation, storage, updating or modification, testing of, retrieval, alteration, consultation or use;
ii. Dissemination through transmission, distribution or making available in any other form by electronic communications or other means; or
iii. Merging, linking, blocking, degradation, erasure or destruction; and

1.3.11 **"Process"** has a corresponding meaning;

1.3.12 **"Responsible Party"** means a public or private body or any other person which, alone in conjunction with others, determines the purpose of and means for processing personal information;

1.3.13 **"Supplier"** means the Service Provider.

1.4 Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause.

2. APPOINTMENT AND COMMENCEMENT

2.1 The **Municipality** hereby appoints the **Service Provider** for the Provision of Professional Services by the Compilation of the General and Supplementary Valuation Role for the period commencing on **01 October 2022** and ending on **30 September 2027** as indicated in the letter of award in accordance with the terms and conditions as set out

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in this Agreement. The **Service Provider** will be responsible for performing the tasks and duties outlined in Section 3 below.

2.2 The **Service Provider** accepts such appointment.

2.3 The Agreement shall commence on date of appointment being **01 October 2022** and shall, unless otherwise provided for in this Agreement, remain in force until terminated on **30 September 2027** in accordance with the provisions of this Agreement.

3. SCOPE OF SERVICE

3.1 The compilation and maintenance of a general valuation roll and supplementary valuation rolls as well as the supply of other valuation-related services in terms of the MPRA, for all properties within the Municipal Area, which include the following areas:

- Swellendam
- Barrydale
- Suurbraak
- Buffelsjagsrivier
- Malagas
- Infanta
- Swellendam **Municipality** farms and rural areas

The following is an approximate summary of the number of entries appearing in the current valuation roll:

CATEGORY	NO. PROPERTIES
Residential Properties	6043
Agricultural Properties	1260
Business Properties	383
Vacant land	774
Public Service Purpose Properties	19
Industrial Properties	74
State Owned Properties	72
Public Benefit Organisations	24
Municipal Properties	849
Places of Worship	85
Public Service Infrastructure Properties	139
Other	133
TOTAL	**9855**

3.2 **Project Description of Services Required**

3.2.1 It is a requirement that the Professional Services is undertaken by Professional and Professional Associated Valuers (without impeding restrictions).

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

3.2.3 The **Service Provider** must commit themselves to strict confidentiality both during and after the valuation task.

3.2.4 The **Service Provider** must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the **Service Provider** must advise the **Municipality** accordingly as soon as they become aware of such potential conflict of interest.

3.2.5 The **Service Provider** will be required to prepare a project plan in terms of Schedule 28 and to adhere to the key task functions, time schedules and phases detailed under paragraph 3.12 of the tender.

3.2.6 The **Municipality** will provide the **Service Provider** with data as detailed in paragraph 3.8 of the tender. Any further data or information required to fulfil the requirements of the MPRA and the specific requirements of the **Municipality** as detailed in paragraphs 3.9 to 3.12 of the tender, shall be for the sole account and responsibility of the **Service Provider**.

3.2.7 The functions to be performed by the Municipal Valuer in terms of the MPRA includes but are not limited to:

a) Prepare a general valuation roll of all properties within the municipal jurisdiction using the geospatial register supplied by the **Municipality**;
b) Capture/upload all necessary property data into a valuation roll management system (VRMS) licensed to the **Municipality**;
c) Determine the market value of all registered properties included on the property register;
d) Prepare and review the draft roll in consultation with the **Municipality**;
e) Finalise the certified general valuation roll and prepare the required notices in compliance with section 49 of the MPRA;
f) Deal with objections and review;
g) Deal with appeals by representing the **Municipality** at the appeal board hearings;
h) Undertake valuation roll maintenance through the ongoing preparation of supplementary valuations and the preparation of supplementary valuation rolls at least annually and prepared notices in compliance section 49 of the MPRA;

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i) Provide the necessary data extracts and reporting to meet the **Municipality's** obligations for provincial monitoring purposes;

j) Prepare and submit monthly reports to the **Municipality** on MPRA compliance as requested;

k) Review property rates policy in line with new valuation roll and MPRA;

l) Community participation and public awareness relating to the valuation and objection process;

m) Proof of inspection of properties by supplying Geo-referenced photos as part of the data collection, supplementary valuation, review, objection and appeal processes;

n) In respect of classification of assets, supply land and building values of municipal properties separately;

o) Aerial photography and colour digital orthophotos, as and when required;

p) Valuation of various categories of properties in terms of Section 8(2) and Section 8(3) of the MPRA;

q) Valuation of multiple purpose properties in terms of Section (9) of the MPRA and the review thereof, if so required by the **Municipality**;

r) Valuations in terms of Section 7(1) of the MPRA and subject to the provisions of Section 30(2), where applicable;

s) Comply with the MPRA provisions:

- Section 30 - General valuation and preparation of valuation roll;
- Section 31 - The valuation rolls as at the date of valuation;
- Section 34 – Functions of municipal valuer;
- Section 36 – Data collectors. Assume responsibility for their performance;
- Section 37 – Delegation where applicable and if necessary;
- Section 39 – Qualifications of municipal valuers;
- Section 40 – Prescribed declarations;
- Section 41 – Inspection of property within defined days and times;
- Section 42 – Access to information;
- Section 43 – Conduct of valuers;
- Section 44 – Protection of information;
- Section 45 – Valuation methodology and Section 13;
- Section 46 – General basis of valuation;
- Section 47 – Sectional title schemes;
- Section 48 – Content of valuation roll including any additional information that the **Municipality** may require in terms of the tender;
- Section 51 – Processing of objections, if so, required by the **Municipality**;
- Section 52(1)(3) – Compulsory review;

- Section 53 – Notification of the outcome of objections;
- Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- 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 MPRA, if so, required by the **Municipality**;
- Section 81 & 82 - 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**;
- Section 85 – Copyright of valuation rolls and other data.

t) All data belonging to the **Municipality** must be received before final payment to the **Service Provider** and is adequately protected. The municipal valuer must submit all data including the valuation roll in a format wherein the **Municipality** can easily copy and or extract information from such datasets (for example Excel, Access and Word). The pdf version where required must also be submitted. This is to enable the **Municipality** easy use of such information for other purposes. These include assisting in rates tariff modelling when comparing the change in valuations between the two valuation rolls. These changes in valuations are due to a new valuation roll impact on changes in rates payable by property owners in each property category.

3.3 **Legislative Framework**

3.3.1. The **Service Provider** must take account of legislation and all amendments including regulations and implement these in consultation with the **Municipality**. The **Municipality** reserves the right to review the contractual obligations of the **Service Provider** in compliance with legislative amendments.

3.3.2. The applicable legislations are as follows:

3.3.2.1. No 56 of 2003: Local Government: Municipal Finance Management Act;

3.3.2.2. No 32 of 2000: Local Government: Municipal Systems Act and Amendments;

3.3.2.3. No. 6 of 2004: Local Government: Municipal Property Rates Act, 2004 and amendments;

3.3.2.4. 2006, Municipal Property Rate Regulations and amendments;

3.3.2.5. 2005, Municipal Supply Chain Regulations and amendments;2000, Property Valuers Profession Act.

3.3.3. A specific note is made of the prescribed compliance with mSCOA.

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3.4 **Project Duration**

3.4.1. The Service Provider is to compile and maintain the general valuation roll and supplementary rolls from the date of appointment. This includes:

3.4.1.1. General valuation roll preparation period, 1st July 2022 - 30th June 2023 to be implemented on 1 July 2023. 3.4.1.2. Supplementary valuation roll (Maintenance of GV):

(a) Fifth Financial Year previous GV effective date, 1st July 2022– 30th June 2023

(b) First Financial Year after GV effective date, 1st July 2023– 30th June 2024

(c) Second Financial Year after GV effective, 1st July 2024 – 30th June 2025.

(d) Third Financial Year after GV effective, 1st July 2025 – 30th June 2026

(e) Fourth Financial Year after GV effective, 1st July 2026 – 30th June 2027.

3.4.2. If the objection and appeal processes regarding the supplementary valuation rolls referred to in the tender, are not completed by 30 September 2027, the Agreement may be extended as agreed between the **Service Provider** and **Municipality**, on a month-to-month basis.

3.5 **Qualifications of Municipal Valuer**

3.5.1. In terms of Section 39(I)(a) of the MPRA as amended only a person registered as a Professional Valuer or Professional Associated Valuer (without impeding restrictions) in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

3.5.2. The **Service Provider** must be a registered Valuation Company with at least 2 employees being registered Professional Valuers and at least one Professional Associated Valuer with good knowledge and experience of municipal valuations.

3.5.3. All Valuers must be registered with the South African Council for the Property Valuers Profession. Support office staff with good knowledge of municipal valuations will be an added advantage. Valuers must be computer literate and capable to work on the valuation systems as well.

3.5.4. The **Service Provider** must nominate the person to be designated as the Municipal Valuer by completing Schedule 24. Where the **Municipality** requires the services of a Municipal Valuer, the **Service Provider** shall be entitled to

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nominate Assistant Municipal Valuers to be appointed under his control and authority. In such cases Schedule 24 of the tender must be completed for Assistant Municipal Valuers.

3.5.5. The **Municipality** reserves the right to:

3.5.5.1. Fully investigate the qualifications, experience and performance of the **Service Provider's** nominated person/s in terms of Schedule 24 hereof by reference to:

(a) Other municipalities where valuation roll/s were compiled;
(b) previous valuation board hearings;
(c) Appeal Board hearings;
(d) Arbitration and Supreme Court judgements;
(e) General standing of the nominated person/s within the valuation profession;
(f) The **Municipality** shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
(g) The **Municipality** reserves the right to interview the nominated person/s.

3.5.6. The Municipal Valuer must indicate to be suitable and willing to be a Mentor based on the rules of the South African Council for the Property Valuers Profession if such an opportunity is allowed for Valuers within the **Municipality**. The **Municipality** shall not be obliged to approve any request for cession and/or assignment.

3.5.7. The nominated and designated Municipal Valuer will be responsible for the full compliance of the functions and duties of the Valuer as set out in the MPRA.

3.5.8. The Municipal Valuer and Assistant Municipal Valuer do by his/her signature of Schedule 24 bind himself/herself jointly and severally with the **Service Provider** to fulfil all terms and conditions of this Agreement together with all schedules.

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

3.6 **Retention: General Valuation Roll**

The **Municipality** shall retain an amount equal to 10% of all payments claimed. Such retentions shall be retained until completion of all Key Task Functions (Paragraph 3.12) of the tender have passed the required quality control procedures, as instituted by the **Municipality**, after receipt of the final delivery certificate.

3.7 **Insurance**

The **Service Provider** shall affect and maintain the following insurances:

a) Public liability insurances, in the name of the **Service Provider**, covering the **Service Provider** and the **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 Agreement, to the value of R5 000 000 (Five Million Rand).

b) The **Service Provider** shall provide and keep in full force Professional Indemnity Insurance (PII) cover in respect of services provided under this Agreement. 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 the commencement of the Agreement and shall remain valid for a period of 1 year after the completion of the Valuation Services under this Agreement.

c) The **Service Provider** shall be obliged to furnish the **Municipality** with proof of such insurance as the **Municipality** may request this from time to time for the duration of this Agreement.

3.8 **Project Deliverables and Work Program**

3.8.1 **General Valuation project management**

3.8.1.1. The **Service Provider** is required to provide and manage:

(a) a project plan for the implementation of the general valuation;
(b) manage and report on project deliverables and milestones;
(c) manage and report on project progress and project payments;
(d) manage and report on project risks;
(e) manage daily, weekly, and monthly data backups.

3.8.1.2. The project management function must be in place for the duration of the general valuation and maintenance phases of the project.

3.8.1.3. The **Service Provider** will be required to attend monthly steering committee meetings at the **Municipality** and prepare and present reports on project progress. The **Municipality** will measure the progress and project claims against the project work program, the bid pricing,

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the scope of work, and the bid specifications. Progress claims by the **Service Provider** will only be approved once the **Municipality** is satisfied that the deliverables in terms of the bid scope of work have been delivered.

3.8.1.4. The **Service Provider** must, in terms of the MPRA Section 34 (A), subject to section 81(1B), as part of the process of submitting a valuation roll after the appointment and until submission of the certified valuation roll submit a monthly progress report to the municipal manager on the valuation of properties, regardless of whether properties are valued in terms of section 45(2)(a) or in terms of a combination of section 45(2)(a) and (b).

3.8.2 **Valuation roll management system (VRMS)**

The **Municipality** makes use of a 3rd Party Management System. The **Service Provider** must provide data in a prescribed format as requested by the 3rd Party Management System. All data imports must be mSCOA compliant. This compliancy issue is to be specifically noted for the maintenance phase of the project.

3.8.3 **Municipal Register of Properties**

The **Municipality**will provide the geospatial property register to the **Service Provider** at the commencement of the project. The **Municipality** will maintain the property register for the duration of the entire project. The **Service Provider** is required to prepare the general valuation and all subsequent supplementary valuations as reflected on the property register. The geospatial register will include the following relevant property data sets:

(a) Registered layer
(b) Unregistered layer
(c) Cadastral layer
(d) The zoning layer is provided by the **Municipality**.

3.8.4 **Project Sales Review, Market and Valuation Methodology Reports**

3.8.4.1. The project requires that sales review, initial market reports and valuation methodology reports are prepared and submitted to the **Municipality** in the initial phase of the project. This will enable the **Municipality** to evaluate the draft values determined by Municipal Valuer.

3.8.4.2. Market reports may be finalised at the close of the General Valuation preparation phase of the project.

3.8.4.3. The market reports will inform the market values of properties for all supplementary valuations for the duration of the maintenance phase of the contract.

3.8.5 **Residential Sales Review/Market Report & Valuation Methodology Report**

This includes 1) the Initial market report and 2) the final market report

The content should include:

(a) Sales cadastral plans;

(b) Schedule of all usable sales reviewed in preparation for the general valuation;

(c) Data collection sales review forms per property; and

(d) Data capture form templates.

3.8.6 **Non-Residential Sales Review/Market Report/ Costs reports & Valuation Methodology Reports**

3.8.6.1. This includes 1) the Initial market report and 2) the final market report.

3.8.6.2. The content should include:

(a) Sales cadastral plans;

(b) Schedule of all usable sales reviewed in preparation for the general valuation;

(c) Building cost report for specialised properties;

(d) Data collection sales review forms per property; and

(e) Data capture form templates.

3.8.6.3. The market report must include researched and analysed sales evidence with documented sales used in the general valuation per homogeneous area. The market report must reflect the market information as of the date of valuation and must include sales cadastral maps in a GIS spatial format (ESRI) shape file which may be accessed by the **Municipality** and the Valuation Appeal Board.

3.8.6.4. In homogeneous areas where there are insufficient sales to determine values, proxy sales or control valuations must be conducted by Municipal Valuers to support the sales database and computer-assisted mass appraisal system or techniques. The proxy sales used as sales must be flagged in the valuation roll management system database for easy identification.

3.8.6.5. Comparable sales data and market indicators must be documented. In addition, records relating to rentals, vacancies, expense ratios,

capitalization rates, construction costs, and any other data that will have an impact on market value must be documented, recorded, and analyzed.

3.8.6.6. The physical attributes as they existed at the date of sale may differ from those at the date of inspection. The report must include reference to any changes that have been identified since the date of sale which would impact the adjustment to the sale price.

3.8.6.7. The Municipal Valuer must develop and produce a building cost report relating to the various types of specialised buildings or structures to be valued using the cost approach. In addition, where the profits and accounts approach is used, a market report must be developed and produced about the property under valuation.

3.8.6.8. All analysis must be documented in two stages:

(a) version 1 must be submitted at the commencement of the value review phase and

(b) version 2 must be delivered with the certified valuation roll.

3.8.6.9. The preparation of the market reports must be supervised by the Municipal Valuer or an Assistant Municipal Valuer and each property sector market report must be signed off by the Municipal Valuer.

3.8.6.10. The **Service Provider** must include all CAMA models, methodologies, calculations and formulas in the market report to submit with the certified valuation roll. The Municipal Valuer must indicate whether a value was generated using CAMA in the VRMS or whether a manual valuation was applied.

3.8.7 **Data collection, data capture and quality assurance**

3.8.7.1. Section 45(2)(a) of the MPRA provides that physical inspection of a property is optional. The Municipal Valuer must consider the availability and sufficiency of property data in association with its value. He must decide on the merits to inspect a property or a group of properties to verify or collect data to perform a credible valuation.

3.8.7.2. The **Municipality** requires that **all properties** are physically inspected. The service provides the following attribute data per property physically inspected to the **Municipality** to demonstrate completion of the scope:

a) At least 1 photograph, date and time stamped;

b) Building sketch;

c) Cadastral image showing the inspected property;

d) Completed data capture form showing the property attributes.

3.8.7.3. The **Municipality** will review the attribute data sets and only consider those which are complete and accurate as contributing to the compulsory physical inspection scope requirement.

3.8.8 **Valuation specifications**

3.8.8.1. The **Service Provider** must undertake a general valuation and prepare a valuation roll of all rateable property in terms of the MPRA and municipal valuations for property rating, taking account of generally recognised practices, methods and standards and the bid specifications.

3.8.8.2. The **Municipality** requires the following approach to be adopted for the determination of value for every property record on the municipal register of properties, as supplied:

a) The market value per property; and

b) All municipal-owned properties must reflect a value split between the market value of the land and the buildings. The detail is for use by the **Municipality**.

3.8.8.3. The Municipal Valuer is required to determine the actual use and assigned category of each property included in the Municipal Register of Properties. This property and use categories must be finalised in consultation with the **Municipality** before the commencement of the general valuation. All property categories must be adopted through the annual review of the rates policy of the **Municipality**.

3.8.8.4. The number of properties with the relevant category of property is recorded in the Pricing Section of the Bid Quotation Document.

3.8.8.5. The **Municipality** requires that all properties where there are multiple purposes use to be assigned to a 'multiple purpose' category and the market valuations apportioned as prescribed. The **Service Provider** should note that the pricing for multiple purposes will reflect the respective rate per property category for each of the apportioned values. The final reconciliation of this pricing will be conducted following the submission of the certified valuation roll.

3.8.8.6. The **Service Provider** must hand over ALL data, information, reports, methodology, manuals, CAMA models, and documents at no additional cost.

3.8.9 **Valuation roll review and finalisation**

3.8.9.1. The **Service Provider** must produce and deliver a draft valuation roll at least one month (31st December 2022), before the delivery of the final certified valuation roll (31st January 2023.) Draft values must be substantially reviewed in consultation with the **Municipality**.

3.8.9.2. The **Service Provider** must conduct a final value review to confirm or amend the market values of property in accordance with the bid specifications.

3.8.9.3. The value review must be conducted by the Municipal Valuer or a designated Assistant Municipal Valuer in consultation with the **Municipality** and any 3rd Party evaluator they may reasonably select to assist the process.

3.8.9.4. The review must –

(a) Compare the records in the new valuation roll against the current consolidated valuation roll, the geospatial property register, and the current financial billing system data for any anomalies and missing records for investigation and correction. The exercise should include a comparison of spatial records, values, ownership and categories of property;

(b) Review the new valuation roll values and categories against previously decided objections and appeal decisions to identify any anomalies.

(c) Assess values for reasonableness by interrogating the data, draft values and final values, highlighting any anomalies and recommending corrective action and value amendments or, justification for such anomalies;

(d) Ensure that each property has been valued equitably to other similar properties;

3.8.9.5. The **Service Provider** must keep a record of value review (roll review form) for audit purposes showing the review date, name of the valuer responsible for the value review, new override value and reasons for value change.

3.8.9.6. The value review form of all changed values must be delivered with the final certified valuation roll.

3.8.9.7. Hard copies of the general valuation roll and annual supplementary valuation rolls must be printed from the 3rd Party management system. The print and binding costs are for the **Municipality**'s account.

3.8.9.8. The General Valuation Roll must be certified by the Municipal Valuer and submitted to the Municipal Manager by no later than 31st January 2023.

3.8.9.9. The Municipal Valuer is required to prepare and submit a Close out report - General Valuation.

3.8.10 **Statutory notices and other section 49 compliance**

3.8.10.1. The **Service Provider** is responsible for preparing all statutory notices required for the General Valuation and maintenance phases of the project. These notices must be generated by the **Service Provider**. All print and postage costs will be carried by the **Municipality**, both for the general valuation, all supplementary valuations and supplementary valuation rolls for the duration of the project.

3.8.10.2. The **Service Provider** must prepare the general valuation roll and subsequent annual supplementary valuation rolls for publication on the **Municipality**'s official website. The **Municipality** will prepare and lodge the required notices and media advertisements.

3.8.11 **Objections and Appeals**

3.8.11.1. The **Service Provider** should insert the rate to process the objections and appeals on the Pricing Schedule. A final adjustment will be made on the actual number of objections and appeals processed by the **Service Provider**.

3.8.11.2. All objections received to the general valuation roll must be reviewed promptly. The time frames will be negotiated between the PartiesParties upon closure of the objection period, once the quantum of the objections has been finalised. It is anticipated that all objection reviews will be concluded ahead of the implementation date of the general valuation, 1st July 2023.

3.8.11.3. The Municipal Valuer is required to complete a General Valuation Objection processing close-out report including objection counts, value changes in terms of rand value and percentage change.

3.8.11.4. The Municipal Valuer must process the general valuation objections by concluding the following tasks:

(a) Respond in writing to objectors, including where the owner is the owner was not the objector

(b) Review all objections and adjust if appropriate

(c) Make available sales evidence in support of the review decision upon request

(d) Provide written reasons for value adjustments greater than 10%

(e) Prepare review notices to notify the objectors/registered owners of the outcome of the objection review

(f) Provide written reasons to objectors for adjustment upon request from objectors

(g) Prepare the Close out report on objections.

3.8.11.5. All appeal applications must be carefully prepared by the Municipal Valuer ahead of the Valuation Appeal Board hearings. All properties which are subject to applications must be physically inspected by the Municipal Valuer. The Municipal Valuer will represent the **Municipality** at these hearings.

3.8.11.6. The Municipal Valuer must process the general valuation appeals by concluding the following tasks:

(a) Physically inspect all properties subject to an appeal application;

(b) Make available sales evidence in support of decision upon request;

(c) Represent the **Municipality** at Valuation Appeal Board hearings; and

(d) Prepare and submit a Close out report concerning the GV appeals. This report will include a number of appeal applications, the final decision on the value changes in terms of Rands and the percentage change to the original value.

3.8.12 **Updating of valuation rolls**

3.8.12.1. The **Service Provider** is required to perform the functions of the Municipal Valuer to maintain and update the valuation roll in compliance with the provisions of section 78. Supplementary valuations should be prepared whenever necessary or as instructed by the **Municipality**.

3.8.12.2. Valuation Roll Maintenance means the performance of the functions of the Municipal Valuer as contemplated in section 34 and the updating of rolls in terms of sections 77, 78 and 79 of the MPRA, and must include:

(a) liaison and communication with the ratepayer or **Municipality** on any matter omitted from or queried in the valuation roll or subsequent supplementary valuations where necessary;

(b) undertaking supplementary valuations in terms of sections 77 and 78 of the MPRA in respect of any rateable property—

i. incorrectly omitted from the valuation roll;

ii. included in a **Municipality** after the last general valuation;

iii. subdivided or consolidated after the last general valuation;

iv. of which the market value has substantially increased or decreased for any reason after the last general valuation;

v. substantially incorrectly valued during the last general valuation;

vi. that must be revalued for any other exceptional reason;

vii. of which the category has changed; or

viii. the value of which was incorrectly recorded in the valuation roll as a result of a clerical or typing error.

3.8.12.3. Supplementary valuations must reflect the market value of the property determined in accordance with market conditions that applied as at the date of valuation, 1st July 2023 as adopted by a Council resolution.

3.8.12.4. All supplementary valuations must be provided in the agreed format as reasonably prescribed by the 3rd Party management system. The **Service Provider** must ensure that all property data, documents, correspondence, data collection forms, and review forms emanating from the roll maintenance are made available in the agreed format to enable upload to the valuation roll management system against each affected property.

3.8.12.5. For supplementary valuations and roll updating, the **Service Provider** must collect valuation roll property data for changes in terms of section 78 for the duration of the Agreement. The **Service Provider** must on a monthly basis, forward all notifications in terms of section 78(5)(a) and (b) of the results of the supplementary valuations and review decisions to the **Municipality** for the adjustments of the rates and audit purposes.

3.8.12.6. All statutory notices must be prepared by the **Service Provider** and made available to the **Municipality**. Print and postage costs are for the **Municipality**'s account. The roll updating function includes all associated objection and appeals activities, including sections 78 and 49 administrative support and notifications.

3.8.12.7. An annual supplementary valuation roll must be prepared at least annually in terms of the MPRA.

3.8.12.8. The **Service Provider** must prepare a hard copy of the certified supplementary valuation roll in the format prescribed in the MPRA and

regulations and submit the certified supplementary valuation roll to the Municipal Manager within the required time frames.

3.8.12.9. The **Service Provider** must attend to and resolve all valuation reviews, objections, and appeals in terms of the MPRA as required.

3.8.12.10. The **Service Provider** must produce an annual maintenance close-out report.

3.9 Added Services

3.9.1. The prices for added services are requested on the Pricing schedule but these do not form part of the fixed price for bid evaluation purposes.

(a) The **Service Provider** may be instructed to attend to valuations for purposes other than for rating purposes.

(b) The **Service Provider** may be instructed to attend to valuations and assist the **Municipality** in preparing an asset register for fixed property in terms of section 63 of the Municipal Finance Management Act, 56 of 2003, GRAP and the asset management policy of the **Municipality**.

(c) The **Municipality** is not obliged to use the **Service Provider** appointed for the added services and is entitled to use other resources at its discretion.

3.10 Information To Be Provided by The Municipality

3.10.1. The following information will be provided by the **Municipality**:

(a) Current Valuation Roll;

(b) Copies of Supplementary Valuation Roll;

(c) An extract of the municipal billing system;

(d) Geographic information system data;

(e) Rates policy; and

(f) Municipal Properties asset register.

3.10.2. The **Municipality** takes no responsibility for the accuracy of the data and information provided in terms of the bid.

3.11 **Printing And Binding of Rolls**

3.11.1. The **Service Provider** 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 A3/A4 format as approved by the **Municipality** and shall be appropriately indexed.

3.11.2. 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 **Service Provider**. In addition, the **Service Provider** shall provide the **Municipality** with an electronic copy of the general valuation and supplementary valuation rolls in a printable format and 'unlocked' to be able to manipulate the valuation roll for analysis.

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

3.11.4. 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 the scheme name. (Erf number on which the sectional scheme is situated, must be displayed)

3.12 **Key Task Functions and Time Frames**

3.12.1. The **Service Provider** should familiarise themselves with the tight time frames as per paragraph 3.12 and ensure sufficient resources are in place to meet the deadlines.

Stage	Description	Time Frame
1	**Documentation**: Initial Data collection, deeds download, existing valuation roll download, the establishment of the master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master.	From the date of appointment one Month
2	a) Data Collection – Supply Aerial Photographs (As and when required). b) Data Collection - Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	As agreed, From the date of appointment – 2 Months
3	Sales and Market report Compile draft of Sales and Market Report (Version 1)	Submit draft (Version 1) 30 November 2022
4	Compiling of valuations	4 Months

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5	Internal monitoring of valuations including accuracy of data, review of sales and valuations between the date of commencement and date of valuation	Ongoing
6	Date of valuation	1 July 2022
7	Submission of draft roll and *(Exports for quality control submitted continuously)* and Submission of Final Sales & Market Report (Version 2) *(Note: The **Municipality** may at their option require a draft roll to assist in the determination of their tariffs or to internally monitor the standard of the valuation roll. As and when required they may require **Service Provider** to correct the draft roll before submission of the certified roll.)*	31 December 2022
8	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the **Municipality**	31 January 2023
9	Objections process as per Act	
10	Valuation appeal board hearing(s)	Subject to completion of objections by the valuer and availability of the Valuation Appeal Board.

3.12.2. The tender methodology and work programme should include the above stages for the compilation of the municipal valuation roll to be completed within the proposed time frames.

3.13. Minimum Requirements per stage

3.13.1. Although stages may overlap each other each stage must be completed within the prescribed deadlines. Deadlines may only be changed with the written approval of the **Municipality**.

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

<u>Stage 1</u> -	
A.	Documentation – During this stage, all the required documentation must be obtained to commence with the valuation roll process. This includes but is not limited to:
1	Documentation to be submitted by the **Municipality**;
2	Geographic information and data;
3	Cadastral information;
4	Deeds information;
5	Download all data onto **Service Provider's** valuation system and create property master;
6	Compare cadastre with the deeds download (if available) and existing Municipal Valuation Roll;
7	Download other data in terms of section 48(2); and
8	Aerial photographs – supplied by the **Municipality** or optional service provider;
B.	The **Service Provider** will use the GIS system to provide the **Municipality** with the following services:

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1. Identify land parcels (i.e., cadastral properties) whose valuation might have changed within the municipal area;
2. Guide Valuation Inspectorate to the sites to be inspected;
3. Balance 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;
4. Display geo-referenced photographs of the area to provide the valuer with a clear picture of the subject properties.
5. Where the **Service Provider** uses 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 Agreement.

Stage 2

C. **Data Collection** – Includes but is not limited to 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.

D. The **Service Provider** will be fully responsible for the collection of all data and data capture for the duration of the Agreement. The data collected by the **Service Provider** must be capable of being checked, audited, verified and monitored.

E. The minimum data to be collected for each category of property is as follows: -

RESIDENTIAL ERVEN AND BUILDINGS – (Properties inspected, must have a valid geo-referenced photo attached):

1. Adverse features i.e., next to the informal settlement, busy road, etc;
2. Condition and rating;
3. Number of storeys;
4. Quality;
5. Size of dwelling/s, outbuildings and other structures on the property;
6. Special features i.e. swimming pool, walling;
7. Topography/slope;
8. View;
9. Registered owner;
10. Address;
11. complete improvements – as agreed.

SECTIONAL TITLE SCHEMES - (Properties inspected, must have a valid geo-referenced photo attached)

1. Name of scheme;
2. Registration no of scheme;
3. Section number;
4. Section use (residential, garage, store room, shop, office, industrial, etc.);
5. Door number;
6. Exclusive use area;
7. Erf no (cross referred);
8. Floor level;
9. Unit type i.e. simplex, duplex, etc.;
10. No of storeys in the scheme;
11. Owner;
12. Sales date;
13. Sales price;
14. Condition of section;
15. Condition of scheme.

INCOME PRODUCING PROPERTIES – (All income-producing properties must have a valid geo-referenced photo attached):

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1. Size of Erf;
2. Street address if available;
3. Rentable or usable area;
4. Gross building area/s;
5. Description of units i.e. 12 x 1 bedroom flats 6 x ground floor shops;
6. Rentals actual and/or estimates provided by agents, tenants, landlords etc.;
7. Town planning zoning;
8. Actual use;
9. Surplus developable land;
10. Other income factors e.g. car bays;
11. Owner;
12. Sales date;
13. Sales price;
14. In Guesthouses / B&B properties – the number of bedrooms and/or the number of bedrooms being used for accommodation.

SPECIALISED PROPERTIES – (Properties inspected, must have a valid geo-referenced photo attached.):

1. Street address if available;
2. Data relating to the specific type of property e.g. number of beds in the hospital etc.;
3. Schedule reflecting description and use of buildings; and
4. Size of all buildings.

PROPERTIES USED FOR AGRICULTURAL PURPOSES – (Properties inspected, must have a valid geo-referenced photo attached.)

These are properties that are 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 the property for the purpose of eco-tourism or for the trading in or hunting of game.

The following minimum data is required:

1. Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc;
2. Description of all buildings including use, condition and functionality;
3. Schedule of estimated building sizes;
4. Registered owner;
5. Address. (Very important);
6. Land Size;
7. Sales date; and
8. Sales price.

PROPERTIES USED FOR MULTIPLE PURPOSES - (All multiple purpose properties, must have a valid geo-referenced photo(s) attached)

In terms of Section 9 of the Act, a property used for two or more purposes on one property, the market value of the property must be measured and valued as separate footprints according to each multiple purposes. (Apportioning of the market value of the property and the categories as per current Rates Policy).

(a) **URBAN VACANT LAND**

1. Size;
2. Address (if available);
3. Topography/slope;
4. Services;
5. Owner;
6. Date of sale; and
7. Sale price.

(b) **REGISTERED RIGHTS**

Salient features of the lease.

(c) **PUBLIC SERVICE INFRASTRUCTURE**

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		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.
	(d)	**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.
	(e)	**VESTING PROPERTIES**
		In the case of original subdivisions causing small areas that had to be cut off the property, given an erf number of its own and transferred into the name of the **Municipality**, the approval conditions were not always correctly executed. These small areas can be identified on the subdivision maps and valued as "vesting with Municipality". The **Municipality** may in terms of conditions imposed in terms of section 66 of the Land Use Planning By-law for Swellendam Municipality, 2015 determine that land designated for the provision of municipal service infrastructure and amenities on an approved subdivision plan, be transferred to the **Municipality** upon confirmation of the subdivision or a part thereof."
	(f)	**TOWNSHIP OWNER INTEREST - UNSOLD ERVEN STILL IN DEVELOPERS NAME**
		In the case of township owner interest accounts including unregistered erven comprising the townships, the land register and the township register must be taken into account to determine the factual area and boundaries of the properties. Stands that have been sold and transferred should be entered onto the valuation roll as individual properties and should be valued as such. The remainder of the property not sold should be listed in an Excel spreadsheet, valued as a unit and the market value determined with reference to the sale of the whole unit as at the date of valuation. The fact that the property is subdivided should enhance the value of the property, however, the subdivided properties should not be individually valued, but as a whole at their market value.
	(g)	**LOW-VALUE PROPERTIES (RDP) RESIDENTIAL HOUSING PROJECTS**
		In the case of residential properties with a market value equal to or less than an amount as determined by the Council of the **Municipality** during the budget process. Costs for the valuation of these properties must be separately indicated.
	(h)	**GENERAL DATA COLLECTION**
		The **Service Provider** must provide a property access status code against each property captured on the valuation system as follows:
		1. Full access (exterior of buildings on site); 2. No access (information from owner); 3. No Access after two failed attempts (view from road); 4. No Access (refused access); 5. Not inspected (data deemed sufficient for valuation); and 6. Any other status considered necessary by Service Provider.
F.		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.
G.		Categories of properties as well as multiple purpose properties are to be reflected. (Any differences between building plans and buildings erected on a property must be reported to Municipality.)
H.		All data collected will be internally monitored, verified and checked by the **Municipality** on an ongoing basis.
I.		The **Municipality** does not guarantee the accuracy or correctness of any data supplied to the **Service Provider** and it is the responsibility of the **Service Provider** to check and correct any such data supplied.
		<u>Stage 3</u>
J.		Sales and market report - A market and Sales Report must be compiled and handed in in two stages: **Version 1** must be submitted at the commencement of the value review phase and **Version 2** (Final) must be delivered with the certified valuation roll. The preparation of the market reports must be supervised by the Municipal Valuer or an Assistant Municipal Valuer and each property sector must be evidently approved by the Municipal Valuer.

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Stage 4

K. Valuation compilation – During this phase, the valuation roll must be produced.

L. The **Service Provider** shall satisfy the **Municipality** that its valuation system will adequately be capable of not only producing general valuation rolls and supplementary valuation rolls but also storing historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2000.

M. The minimum, requirements of the data supplied by the Valuation System must be as follows:

(i) The data supplied by the **Service Provider** must integrate with the SAMRAS system of the **Municipality** and the third-Party valuation roll system.

(ii) The data supplied by the **Service Provider** must be compatible with the GIS system utilized by the **Municipality** as well as other management systems that are affected by the valuation process.

(iii) The valuation system must have an audit trail and the system must be able to verify all data that influence values.

(iv) It must have adequate security and controls to ensure that critical Valuation data cannot be manipulated or corrupted.

(v) Objections - The valuation system must be capable of recording objections and appeals and must reflect:

1. Name of objector;
2. Name of the owner;
3. Objection number;
4. Entry required by objector;
5. Decision of valuer;
6. Reasons for valuer;
7. The decision of the appeal board;
8. Existing valuations and valuations are reflected in the valuation roll adjustments made by the Valuation Appeal Board;
9. Historic records of all objections lodged in terms of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended, against the property from the date of commencement and for the full duration hereof.

(i) Other - The valuation system must be capable of storing, inter alia: -

1. Building plan dates were used in the valuation process, site plans, aerial photographs, GIS data and all other pertinent data on a historic basis;
2. Such data must be capable of being linked to each erf in a way that a full history of all data from the date of appointment in terms of this Agreement, pertaining to that erf can be extracted by reference to that erf;
3. The valuation system must be capable of extracting all properties that are subject to multiple entries, rebates, reductions or exemptions;
4. The valuation system must be able to extract properties on a specific owner type i.e. municipal properties, state-owned properties as well as categories of properties in terms of the rates policy of the Municipality;
5. The valuation system must also be able to extract vacant properties and other information that the Municipality may require for statistical purposes.
6. The valuation system must also be able to download and update data directly from the deeds office as well as record and link properties with various databases with the property key number of the Surveyor General.
7. The valuation system must be capable to handle the supplementary valuations in monthly "batches" to be processed in the supplementary valuation roll, displaying the Review decisions in terms of Section 78(5)(a) of the Act.
8. The valuation system must be capable of printing the valuation roll for a selected Allotment or entire roll.
9. The valuation system must be capable of exporting the roll electronically for a selected Allotment or the entire roll.
10. The valuation roll must be capable of producing Section 49 and Section 78 notices for a single property, a selection of properties or the entire roll.

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Stage 5

Internal monitoring of valuations - Internal quality control to be conducted by **Service Provider** and measured against current sales and other relevant market data and adjusted to the date of valuation. The basis on which the initial roll has been internally monitored must be made available to the **Municipality** or its appointed monitors.

Stage 6

N. Review process for supplementary valuations - 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.

1. Receive Request to Review in terms of section 78(5)(b));
2. Scrutiny of request to ascertain grounds for objection.
3. 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)
4. Where changes to the original data are made, the **Service Provider** must show the correction on the record form and the sketch (red ink).
5. Verification of extents and measure if necessary.
6. Meet with the owner in an attempt to reach a settlement or clarify issues – settlement is subject to approval by **Municipality**.
7. If necessary, undertake a re-assessment of the value of the property, giving written reasons for the decision reached.

O. 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.

Stage 7

Submission of draft roll and final sales and market report - Draft roll to be submitted and internally checked and/or monitored by the Municipality at their sole discretion.

Stage 8

Corrections to draft roll and submission of certified roll - **Service Provider** will be required to correct any entry that is 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.

Stage 9

Objection Process – During this phase assist the **Municipality** with objections by scrutiny the objection and confirming if the details are correct and valid reasons for the objection. Interact with the owner where necessary and re-assess the value of the property.

Stage 10

P. Valuation Appeal Board hearing – The Municipal Valuer shall be obliged to attend to all sittings of the valuation appeal board.

Q. In terms of section 34(f) of the Act, the Municipal Valuer/ Assistant Municipal Valuer shall be obliged to attend all sittings of the Valuation Appeal Board.

R. The **Service Provider** will be obliged to attend to the following:

1. Receive appeals
2. Scrutiny of appeals to ascertain grounds for appeal.
3. Inspection of property.
4. Where changes to the original data are made, the **Service Provider** must show the correction on the record form after the appeal board hearing.

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Stage 11
Attending to all valuation enquiries - The **Service Provider** will, as and when required by **Municipality** attend to all valuation enquiries from time to time regarding the valuation roll and supplementary valuation rolls.
Stage 12
Submission of all data copies thereof to the **Municipality** & issuing of final certificate - **Service Provider** 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.

3.13 **Data Backup and Disaster Recovery Plan**

3.13.1. All data collected by **Service Provider** is the property of the **Municipality**.

3.13.2. The **Service Provider** will be required at all times to fully protect such data against theft, data corruption, data espionage and data loss.

3.13.3. The maintenance and protection of data on behalf of the **Municipality** are critical and vital.

3.13.4. The **Service Provider** will ensure that all data protected and backed up is capable of being restored and reinstalled into the valuation system of either **Municipality** or **Service Provider** in less than seven working days from the date of the data disaster.

3.13.5. Where the **Service Provider** 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**.

3.13.6. 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.

3.13.7. The **Service Provider** will comply with the following minimum requirements for data protection and data recovery:

(a) The **Service Provider** will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.

(b) The **Service Provider** shall keep an original copy of the document in conjunction with the document in electronic PDF format.

(c) The **Service Provider** shall enforce all other static documents - formats are set as read-only and set the relative permissions on GIS and all third-Party data.

(d) All data stored shall be hosted by an operating system capable of setting security permissions down to the individual file level.

(e) The **Service Provider** will ensure that all scanned documents and attributes are filled in accurately and to the requirements requested by the **Municipality**.

(f) The **Service Provider** will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at the server level by the **Service Provider** -appointed network administrator/s only.

(g) The **Service Provider** will ensure strong password protection at the administrator level on the servers referred to in this section.

(h) The **Service Provider** 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 **Service Provider** infrastructure or appointed third-Party service providers infrastructure.

(i) The **Service Provider** will ensure that all metadata stored, cannot be altered once entered into the database and must be protected by the maximum levels of protection as set out in this schedule.

(j) All data output from the database system will be provided and made available in an approved format to **Municipality**.

(k) The **Service Provider** will ensure that all data is backed up daily and verified.

(l) The **Service Provider** 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.

(m) The **Service Provider** 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.

(n) The **Service Provider** will ensure that a monthly backup is 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.

(o) The **Service Provider** will ensure that this backup cycle is enforced for the duration of the Agreement.

(p) The **Service Provider** will adhere to and implement the backup software vendors 'best practice' specifications.

(q) The **Service Provider** will adhere to and comply with the backup hardware manufacturer's specifications.

(r) The **Service Provider** will ensure that all backup hardware is serviced regularly; service intervals shall not exceed 120 days between intervals.

3.13.8. The **Municipality** may review and amend this requirement at any time to keep pace with changes in technology and equipment.

The **Municipality** reserves the right to authorise and appoint internal experts, to check and monitor the data protection methods of the **Service Provider** during the duration of this Agreement.

3.13.9. The **Service Provider** shall ensure that the data protection policy implemented by the **Service Provider** is within the specifications and requirements of the **Municipality** for the full period of this Agreement.

3.13.10. In the absence of a data protection policy, annexed to this Agreement the following minimum data collection specifications will apply to the appointed Service Provider/s.

3.14 Property Register

A property register Part A in terms of section 23 of the Act must be prepared and date stamped.

3.15 Public Participation and Awareness

The **Service Provider** may be required to attend meetings regarding the Rates Policy as well as be involved in public awareness relating to the valuation process. The **Service Provider** 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 should be included in the rates.

3.16 **Confidentiality**

3.16.1. In the process of collecting data and information in terms of section 42 of the MPRA, the **Service Provider** will have access to sensitive and confidential information.

3.16.2. All data accessed, obtained or collected by the **Service Provider** and/or data collectors must at all times be kept confidential and not be disclosed. The **Service Provider** will comply in full with the provisions of section 44 of the MPRA.

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

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

4. TERMINATION OF APPOINTMENT

4.1 The **Municipality** shall be entitled to terminate this AgreementAgreement forthwith by written notice if the **Service Provider**:

4.1.1 enters into insolvency;

4.1.2 commits a fraudulent or dishonest act;

4.1.3 is not performing its duties hereunder for a period exceeding one (1) month, save in the event of force majeure;

4.1.4 is guilty of any conduct, which is prejudicial to the **Municipality's** interest;

4.1.5 if a judgment is entered against the **Service Provider** which is prejudicial to the **Municipality's** interest;

4.1.6 Non or poor performance;

4.1.7 non-compliance with submission dates;

4.1.8 Inadequate valuation performance; (10 per cent or more rejects);

4.1.9 Inadequate valuation results measured against monitoring; (10 per cent or more rejects);

4.1.10 Non-compliance with the Act and any other conditions referred to in this Agreement

4.2 This Agreement may be terminated at any time by either Party without cause by giving at least 90 days written notice to the other Party of such decision to terminate the Agreement.

5. PAYMENTS

5.1 The cost and relevant fees (VAT Inclusive) are as follows:

Item	Description	Unit	Rate (Excl. VAT)	Rate (Incl. VAT)
1.	**Year 1**: Preparation of General Valuation Roll, Supplementary Valuation roll and attendance at appeal board meetings by the Municipal Valuer or by the representative Assistant Municipal Valuer (by delegation) for appeal hearings and objection reviews			
1.1	General Valuation Roll	Per Property	R75,00	R86,25
1.2	Supplementary Valuation Roll	Per Property	R10,00	R11,50
1.3	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – 1 to 4 hours	Per Meeting	R4 800,00	R5 520,00
1.4	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – more than 4 hours	Per Meeting	R9 600,00	R11 040,00
1.5	Attending to Valuations or meetings outside the scope of this Agreement as and when required by the **Municipality**.	Per hour	R950,00	R1 092,50
2.	**Year 2**: Supplementary Valuation Roll and attendance at appeal board meetings by the Municipal Valuer or by the representative Assistant Municipal Valuer (by delegation) for appeal hearings and objection reviews			
2.1	Supplementary Valuation Roll	Per Property	R500,00	R575,00
2.2	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – 1 to 4 hours	Per Meeting	R5 040,00	R5 796,00
2.3	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – more than 4 hours	Per Meeting	R10 080,00	R11 592,00
2.4	Attending to Valuations or meetings outside the scope of this Agreement as and when required by the **Municipality**.	Per hour	R1 000,00	R1 150,00
3.	**Year 3**: Supplementary Valuation Roll and attendance at appeal board meetings by the Municipal Valuer or by the representative Assistant Municipal Valuer (by delegation) for appeal hearings and objection reviews			
3.1	Supplementary Valuation Roll	Per Property	R550,00	R632.50
3.2	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – 1 to 4 hours	Per Meeting	R5 300,00	R6 095,00
3.3	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – more than 4 hours	Per Meeting	R10 600,00	R12 190,00

obo Service Provider	obo Municipality

3.4	Attending to Valuations or meetings outside the scope of this Agreement as and when required by the **Municipality**.	Per hour	R1 050,00	R1 207.50
4.	**Year 4**: Supplementary Valuation Roll and attendance at appeal board meetings by the Municipal Valuer or by the representative Assistant Municipal Valuer (by delegation) for appeal hearings and objection reviews			
4.1	Supplementary Valuation Roll	Per Property	R600,00	R690,00
4.2	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – 1 to 4 hours	Per Meeting	R5 570,00	R6 405,50
4.3	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – more than 4 hours	Per Meeting	R11 130,00	R12 799,50
4.4	Attending to Valuations or meetings outside the scope of this Agreement as and when required by the **Municipality**.	Per hour	R1 100,00	R1 265,00
5.	**Year 5**: Supplementary Valuation Roll and attendance at appeal board meetings by the Municipal Valuer or by the representative Assistant Municipal Valuer (by delegation) for appeal hearings and objection reviews			
5.1	Supplementary Valuation Roll	Per Property	R650,00	R747,50
5.2	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – 1 to 4 hours	Per Meeting	R5 850,00	R6 727,50
5.3	Attendance at appeal board meetings by the municipal valuer, including all preparation work (General- and Supplementary Valuation) – more than 4 hours	Per Meeting	R11 700,00	R13 455,00
5.4	Attending to Valuations or meetings outside the scope of this Agreement as and when required by the **Municipality**.	Per hour	R1 150,00	R1 322,50

Item	**Description**	**Unit**	**Rate (Incl. VAT)**
1	Urban Area: 5cm GSD ortho imagery	Per Ha	R12,83
2	Rural Areas: 5cm GSD ortho imagery	Per Ha	R1,77

5.2 Payment shall be disbursed on delivery of an invoice as per services delivered.

6. DELIVERABLES

6.1 The **Service Provider** will be responsible for the Provision of Professional Services for Compilation of General and Supplementary Valuation Role.

7. MONITORING, EVALUATION AND PENALTIES

7.1 The **Service Provider** will meet with the Director Financial Services or his / her delegate providing feedback on activities performed, if and when reasonably required.

7.2 Should it be apparent to the Municipality that after the **Service Provider** has been advised in writing by **Municipality** that the **Service Provider** is in default in complying with the deadlines of either stage 1 or 2 and that the **Service Provider** has failed to

rectify such default within the amended time limit set by **Municipality** then in such event the **Municipality** shall be entitled to cancel the Agreement and appoint a substitute service provider. In such event, the **Service Provider** will supply the **Municipality** with all data collected in his possession and the **Municipality** reserves the right to offset any payment due to the **Service Provider** against the cost of appointing another person to fulfil the requirements of this Agreement.

7.3. By failure or neglect to comply with the deadlines of the following stages, the **Service Provider** will be fined as follows daily for every day of delay, without prejudice to any legal remedies:

7.3.1. Delay in complying with stage 1 of the Agreement, R 250.00 per day until completion.

7.3.2. Delay in complying with stage 2 of the Agreement, R 250.00 per day until completion.

7.3.3. Delay in complying with stage 3 of the Agreement, R 250.00 per day until completion.

7.3.4. Delay in complying with stage 4 of the Agreement, R 250.00 per day until completion.

7.3.5. Delay in complying with stage 5 of the Agreement, R 250.00 per day until completion.

7.3.6. Delay in complying with stage 6 of the Agreement, R 250.00 per day until completion.

7.3.7. Delay in complying with stage 7 of the Agreement, R 250.00 per day until completion.

7.3.8. Delay in complying with stage 8 of the Agreement, R 250.00 per day until completion.

7.3.9. Delay in complying with stage 9 of the Agreement, R 250.00 per day until completion.

7.3.10. Delay in complying with stage 10 of the Agreement, R250.00 per day until completion.

7.3.11. Delay in complying with stage 11 of the Agreement, R250.00 per day until completion.

7.3.12. Delay in complying with stage 12 of the Agreement, R250.00 per day until completion.

7.4 If there are 15 per cent or more rejections successfully awarded by the valuation board it will be regarded as poor performance and may the **Municipality** cancel the Agreement.

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

8. COPYRIGHT / INTELLECTUAL PROPERTY RIGHTS

8.1 The **Municipality** shall have all rights on its data, but all document templates generated from the software will remain the property of the **Service Provider**, with user rights by the **Municipality** for the duration of this Agreement.

9. DUTIES OF THE MUNICIPALITY

9.1 The **Municipality** hereby entrusts all such powers and duties to the **Service Provider** as are required to enable the **Service Provider** to lawfully perform its duties in terms of this Agreement effectively and competently.

9.2 The **Municipality** shall provide the **Service Provider** with timeous access to information reasonably required by the **Service Provider** to perform its duties as per this Agreement.

9.3 The **Municipality** shall advise the **Service Provider** as soon as reasonably possible of any amendments to legislation or Regulations affecting the services provided by the **Service Provider**.

9.4 The **Service Provider** shall not be liable for any regulatory non-compliance and/or any penalties, claims or actions resulting there from due to the **Municipality** not notifying the **Service Provider** of any of the above amendments and/or new legislation and Regulations.\

9.5 The **Municipality** shall be responsible for the management of the Agreement and payment of remuneration pertaining to the **Service Provider**.

10. INDEPENDENT CONTRACTOR

10.1 The **Service Provider** is appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of this Agreement no employer/employee relationship shall exist between the Parties.

10.2 This Agreement replaces any other previous verbal or written Agreement entered into between the PartiesParties.

11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire Agreement between the Parties and no amendment, alternation, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the PartiesParties to this Agreement.

11.2 The Parties agree that no other terms or conditions, variations or representations, whether oral or written, and whether express or implied, or otherwise, other than those contained in this Agreement.

12. WAIVER

12.1 No waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.

12.2 No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.

12.3 No indulgence, leniency or extension of time which any Party ("the Grantor") may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.

13. DISPUTE RESOLUTION

13.1 Without detracting from a Party's right to institute action or motion proceedings in the Western Cape High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of this Agreement, the PartiesParties may, by mutual consent follow the mediation and arbitration procedure as set out below.

13.2 Should any dispute of whatsoever nature arise between the PartiesParties out of or pursuant to this Agreement, or should a deadlock occur, either Party shall be entitled, by written notice to the other Party, to refer the dispute to a committee comprising two (2) members appointed by each Party who will resolve the dispute within fourteen (14) days of receipt of the referral.

13.3 If the committee is unable to resolve the dispute within the fourteen (14) days from date of referral or in the event that the either Party refuses or omits to attend the meeting of the dispute committee, then either the committee or either Party may (but are not obliged to) refer the dispute to mediation and/or arbitration procedures, as set out below.

13.4 **Mediation**

13.4.1 Subject to the provisions above, the Parties shall refer any dispute arising out of this Agreement without legal representation to a Mediator.

13.4.2 The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the Parties.

13.4.3 The Mediator shall be selected by Agreement between the Parties.

13.4.4 If an Agreement cannot be reached upon a particular Mediator within three business days after the Parties have agreed to refer the matter to mediation, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the Mediator within seven business days after the Parties have failed to agree.

13.4.5 The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.

13.4.6 The Parties shall have seven business days within which to finalise their representations. The Mediator shall within seven business days of the receipt of the representations express in writing an opinion on the matter and furnish the Parties each with a copy thereof by hand or by registered post.

13.4.7 The opinion so expressed by the Mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party must deal with the dispute in terms of clause 13.5. The expressed opinion of the Mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of it proceeding to arbitration.

13.4.8 The cost of mediation shall be determined by the Mediator.

13.4.9 Liability for such cost shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

13.5 **Arbitration**

13.5.1 Subject to the provisions above, a Party aggrieved by the opinion of the mediator may demand to proceed to arbitration.

13.5.2 Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within ten days after it has been demanded.

13.5.3 Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is:

(a) primarily a legal matter, a practising Senior Advocate of the Cape bar;

(b) any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute.

13.5.4 If Agreement cannot be reached on whether the question in dispute falls under 13.5.3(a) or 13.5.3(b) and/or upon a particular Arbitrator within three days after arbitration has been demanded, then the President for the time being of the Law Society of the Cape of Good Hope shall:

(a) determine whether the question in dispute falls under 13.5.3(a) or 13.5.3(b); and/or

(b) nominate the Arbitrator within seven days after the Parties have failed to agree.

13.5.5 The Arbitrator shall give his decision within five days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.

13.5.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court upon the application by any Party to the arbitration.

13.6 Disputes between the Parties shall be governed exclusively by, and settled in terms of this Service Level Agreement.

14. CONFIDENTIAL INFORMATION

14.1 Neither Party shall, during the currency of this Agreement, or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be

published or otherwise disclose or cause to be disclosed to any third Party, any of the confidential information of the other Party.

14.2 For purposes of this clause "Confidential Information" shall mean -

14.2.1 any information disclosed, revealed or exchanged and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, all Agreements (whether in writing or not) which exists at the time of revealing the content thereof to the Service Provider, the content of all possible future Agreements which may be entered into with any other Party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the **Municipality**, government in any other sphere, or any government institution or organ of state;

14.2.2 any information of whatever nature, which has been or may be obtained by the Service Provider, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data or information, know-how, formula, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas; analyses, concepts, compilations, studies and other material prepared by or in possession or control of the **Service Provider** which contain or otherwise reflect or are generated from any such information as is specified in this definition;

14.2.3 all information which a third Party has in terms of any Agreement made available to the **Municipality** and which has become known to the Supplier in the course of rendering the services; and

14.2.4 any dispute between the Parties resulting from this Agreement;

14.3. The **Service Provider** shall –

14.3.1 use the Confidential Information only for the purpose of rendering the Services;

14.3.2 treat and safeguard the Confidential Information as private and confidential; and

14.3.3 ensure proper and secure storage of all Confidential Information.

14.4 Any documents or records (including written instructions, notes or memoranda) relating to the Services which are to be provided to the **Service Provider** or which come into the **Service Provider's** possession during the currency of this Agreement, are deemed

to be the property of the **Municipality** and shall be surrendered to the **Municipality** on demand, and in the event of the expiry or termination of this Agreement, the **Service Provider** will not retain any copies thereof or extracts there from without obtaining the prior written permission of the **Municipality**.

14.5 The **Municipality** and the **Service Provider** –

14.5.1 acknowledges that he/she has carefully considered the provisions of the clause;

14.5.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the **Municipality** and the Government of the Republic of South Africa and that if he/she should at any time dispute the reasonableness of this clause, then the onus of proving such unreasonableness shall be on the **Service Provider**; and

14.5.3 acknowledges that he/she has entered into this Agreement freely and voluntarily and that no circumstances exist and/or existed for him/her alleging, either now or at any future time, that he was at a disadvantage in agreeing to the restraints set out in this clause or was not in an equal bargaining position with the **Municipality** in agreeing thereto.

15. **Protection of Personal Information**

15.1 The **Service Provider** undertakes to:

15.1.1 Only process personal Information in accordance with applicable laws, in terms of this Agreement and in accordance with any instructions, requirements or specific directions/purpose agreed to with the **Municipality;**

15.1.2 Not to disclose or otherwise make available the personal information to any third party other than authorised persons who require access to such personal information for the **Service Provider** to carry out its obligations under this Agreement, unless the **Municipality** has provided its prior written permission to do so to the **Service Provider**;

15.1.3 Ensure that all employees and any other persons that have access to the personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the personal information on substantially the same terms and conditions as set forth herein;

15.1.4 Take appropriate, reasonable, technical and organizational measures to ensure that the integrity of the personal information in its possession or under its control is secure and that such personal information is protected against

unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access by having regard to:

a) any applicable requirement in law stipulated inappropriate industry rules or in codes of conduct or stipulated by a professional body governing the **Service Provider**; and

b) generally accepted information security practices and procedures which apply to the **Service Provider** and the **Municipality**, as may be appropriate to discharge its obligations in terms of this Agreement.

15.1.5 The **Service Provider** may only process personal information:

a) For a specific lawful, purpose strictly in accordance with the Data Subject's consent;

b) In a manner, that does not infringe the privacy of the Data Subject;

15.1.6 The **Service Provider** must ensure that it obtains and maintains the necessary written consents from Data Subjects in respect of personal information; regularly update the personal information held by the **Service Provider** to ensure the integrity of such personal information.

15.1.7 The **Service Provider** shall take appropriate, reasonable, technical and organisational measures to ensure that the Personal Information in its possession or under its control remains available to the **Municipality** as and when it may be required. In addition, the **Service Provider** shall, on reasonable written notice from the **Municipality**, make all books and/or records, electronic or otherwise, available for inspection by the **Municipality** and the **Service Provider** agrees to grant officers and/or employees of the **Municipality** access to the **Service Provider** premises for this purpose.

15.1.8 The **Service Provider** shall:

a) Notify the **Municipality** immediately when it becomes aware of or has reasonable grounds to believe that the personal information of a Data Subject has been accessed or acquired by an unauthorised person and take all appropriate steps to limit the compromise of personal information and to restore the integrity of the affected information systems as quickly as possible;

b) As soon as reasonably possible thereafter, assist the **Municipality** to report all relevant facts relating to the compromise;

c) Provide the **Municipality** with details of the personal information affected by the compromise, including but not limited to, the identity of Data Subjects, the nature and extent of the compromise, and, where possible, details of the identity of the unauthorised persons who are known to or who may reasonably be suspected of, having accessed or acquired the personal information;

15.1.9 The **Service Provider** agrees that it shall not process the personal information whether for its account or any third party, for any reason or purpose whatsoever, unless such is being done in compliance with POPIA and the lawful directions of the **Municipality**;

15.1.10 The **Service Provider** understands that any processing of the personal information contrary to the POPIA requirements may cause irreparable loss, harm, and damage to the **Municipality**, the **Municipality**client(s) (or the other Third Party whose information has been processed by the **Service Provider**). Accordingly, the **Service Provider** indemnifies and holds the **Municipality**and the **Municipality`s** client(s) (and the third party whose information has been processed by the **Service Provider**) harmless against any loss, action, expense, claim, harm or damage; of whatever nature, suffered or sustained by the **Municipality**or the **Municipality`s** client(s) (or the third party whose information has been processed by the **Service Provider**) according to a breach by the **Service Provider** of this Agreement.

15.1.11 The **Service Provider** shall not:

a) Transfer any personal information to any third party in a foreign country and/or across any country's border (having similar data protection legislation or safeguards) without the written consent of the **Municipality**;

b) Transfer any personal Information to any third party in a foreign country and/or across any country's border without similar data protection legislation or safeguards; and

c) Retain any personal information for any longer than is necessary for achieving the purpose in terms of this Agreement.

16. NOTICES AND DOMICILIUM

16.1 The Parties hereto select as their respective domicilia citandi et executandi the following physical addresses, and for the purpose of giving or sending any notice provided for or required hereunder:

obo Service Provider	obo Municipality

MUNICIPALITY:	**SERVICE PROVIDER:**
Swellendam Municipality	DDP Valuers (Pty) Ltd
49 Voortrek Street	Menlyn Square Office, 134 Aramist Avenue
Swellendam	Menlyn, Pretoria
6740	0181
wbekker@swellendam.gov.za	tenders@ddp.co.za corne.louw@ddp.co.za monty.debeer@ddp.co.za

or such other address or electronic mail as may be substituted by notice given as herein required. Each of the Parties shall be entitled from time to time by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

16.2 All notices to be given in terms of this Agreement shall be given in writing and be delivered via electronic mail to the Party's chosen domicilium citandi et executandi.

16.3 If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by electronic mail, be presumed to have been received on the same business day on the date of sending.

This Service Level Agreement is attested and signed on behalf of **DDP VALUERS (PTY) LTD** on this the ……..day of the month of …… 20…… at ……., in the presence of the undersigned competent witnesses.

AS WITNESSES:

1. _____
WITNESS:1

2. _____
WITNESS:2

_____
Name: **Martinus Frederik Rudolf Geyser**
Designation: **Director**
For and on behalf of:
DDP VALUERS (PTY) LTD
Who warrants that he is duly authorised to do so by way of a resolution passed by the Board of Directors
(**Service Provider**)

obo Service Provider	obo Municipality

This Service Level Agreement is attested and signed on behalf of **THE SWELLENDAM MUNICIPALITY** on this the ……..day of the month of …… 20…… at ……., in the presence of the undersigned competent witnesses.

AS WITNESSES:

1. _____
WITNESS:1

2. _____
WITNESS:2

_____

Name: **Anneleen Vorster**

Designation: **Municipal Manager**

For and on behalf of:

SWELLENDAM MUNICIPALITY

Who warrants that she is duly authorised to do so

(**Municipality**)

obo Service Provider	obo Municipality