



DRAKENSTEIN

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Paarl | Wellington | Gouda | Saron | Simondium

Valuation Service Level Agreement

Between the

Drakenstein Municipality

And

HCB Valuation and Services (Pty) Ltd

Service Level Agreement

Entered into by and between

Drakenstein Municipality

hereinafter referred to as
the Municipality

herein represented by

Dr. Johan Leibbrandt in his capacity as City Manager
(duly authorised)

and

HCB Valuation and Services (Pty) Ltd

Reg no: 2012/168731/07

hereinafter referred to as
the Service Provider

herein represented by

Hendrick Coenraad Botha
Director

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PREAMBLE

WHEREAS the Local Government: Municipal Property Rates Act (Act 6 of 2004) (the Act) regulates the power of municipalities to impose rates on properties, makes provision for municipalities to implement a transparent and fair system of exemptions, reductions and rebates through rating policies and By-Laws, to ensure fair and equitable valuation methods of properties and to provide for an objection and appeal process;

AND WHEREAS Section 81 of the Act confers the power to the MEC for local government in a province to monitor whether the municipalities in the province comply with the provisions of the Act;

ANDWHEREAS municipalities of the Western Cape have realised that a formalised and legally binding agreement is essential to address the obscured disparity between the items of delivery required in tender documentation and the response offer submitted by the successful tenderer;

AND WHEREAS the Parties to this Service Level Agreement acknowledge the need and agree to the principle that a formal arrangement is required to ensure orderly and efficient regulation of the services that must be delivered according to the heretofore tender process;

AND WHEREAS this Service Level Agreement aims to highlight the specific services to be delivered, the related support, information and documentation required, the specific levels of service and support to be rendered and the agreed-upon cost payable;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Definitions:

"**the Act**" refers to the Local Government: Municipal Property Rates Act (Act 6 of 2004) including all Amendments and corresponding Regulations.

"**the Municipality**" means the Municipality as named in the "Table of Role Players" supra.

"**the Service Provider**" means the Service Provider as named in the "Table of Role Players" supra.

"**the Parties**" means the Municipality and the Service Provider.

"**party**" means either one of the Parties as defined supra and is used in its appropriate context.

"**the/this Agreement**" means this Service Level Agreement, all annexures and amendments thereto.

"**the Assignment/Project**" means the totality of efforts exerted by the Service Provider in the execution of its obligations, duties and responsibilities under this Agreement.

"**the Tender**" means **INC3/2023 COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL 2024 AND SUPPLEMENTARY VALUATION ROLLS FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2029**, which is the process whereby the Municipality invited potential valuers to submit proposals in response to the tender specification and the adjudication of such to appoint the successful Service Provider.

"**working days**" will exclude Saturdays, Sundays and public holidays and will be calculated exclusive of the last day.

1.2 In this Agreement, except where the context otherwise requires:

- (a) the masculine includes the feminine regarding gender sensitivity;
- (b) the singular includes the plural;
- (c) any reference to natural persons includes created entities (incorporated or unincorporated);

- (d) the head notes to the clauses of this Agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate;
- (e) words and phrases defined in any clause shall bear the meanings assigned thereto;
- (f) the annexures are deemed to be incorporated herein and form an integral part of this Agreement;
- (g) the various parts of this Agreement are severable and may be interpreted as such;
- (h) the expressions listed in one clause bear the meaning as assigned hereto and cognate expressions bear corresponding meanings;
- (i) If any provision in sub clause 1.1 above is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the said sub clause.

2. APPOINTMENT AND ACCEPTANCE

- (a) The Municipality hereby appoints the Service Provider to execute the services specified in this Service Level Agreement and which are more fully set out in the Tender specifications. The Service Provider accepts such appointment subject to the terms and conditions set out herein.
- (b) Notwithstanding anything herein contained to the contrary, the Service Provider acts as an independent contractor and not as an agent or employee of the Municipality and has no authority to bind the Municipality.

3. DURATION OF AGREEMENT

- (a) Notwithstanding the date of signature hereof this Agreement shall be deemed to have commenced on **01 May 2024** and shall, subject to the other provisions of this Agreement, proceed until **30 June 2029** when the General Valuation cycle ends.
- (b) The maintenance of the General Valuation Roll and all Supplementary Valuation rolls as well as the supply of the other valuation related services in compliance with the Act shall be binding on the Service Provider for the financial years starting on **1 July 2025** and ending on **30 June 2029**.

- (c) Subject to the terms of clauses 17 and 18 in this Agreement relating to breach and termination respectively, the term of the Agreement will be as stipulated in clause 3 (a) supra, unless extended in terms of clause 3 (d).
- (d) The duration of this Agreement may be extended as a result of bona fide negotiations between the Parties, subject to compliance with applicable supply chain prescripts pertaining to extensions. No extension of term shall be valid unless reduced to writing and signed by all Parties.
- (e) The Parties specifically agree that should the Service Provider fail to complete the Services within the period specified in 3 (a) supra and an extension is granted, the Service Provider shall complete the Services during such extended period at no extra costs to the Municipality.

4. DELIVERABLES AND MILESTONES

The main deliverable/s and/or key milestones are identified in Annexure 1 attached hereto.

The principal milestones, from which the key milestones are derived, are stated below in broad terms:

- (a) Attending to all valuation matters pertaining to the Municipality.
- (b) The creation of the General Valuation Roll as required by the Act.
- (c) The creation of all Supplementary Valuation Rolls within the General Valuation cycle implied by 4 (b) above and as required by the Act.
- (d) The handling of all Objections and Appeals as per the Act.
- (e) The provision of all printable documents such as the valuation rolls and notices to owners regarding the valuation of property.
- (f) The provision of documents in the required format for publishing on the Municipality's website.
- (g) The delivery of all information in printed as well as in a digital readable and usable form of all information and data accumulated and/or recorded during the General Valuation Roll and its Supplementary Valuation Rolls at the conclusion of this Agreement for whatever reason. This digital information must be in a readable format compatible with the IT hardware and software used by the Municipality.

- (h) The delivery of any other services as may be stated in the Tender specifications.

5. DUTIES AND OBLIGATIONS OF THE SERVICE PROVIDER

5.1 Achieving the Deliverables and Milestones

In order to achieve the deliverables and milestones as contained in clause 4 above, the Service Provider will deal with the study that will generate management decision making information on the following aspects:

- The Service Provider shall ensure that the responsible level of care and responsibility be exercised when using items and data belonging to the Municipality in the performance of its duties and obligations as stipulated in this Agreement.
- The Service Provider shall ensure that progress reports are made on a monthly basis. Monitoring, reporting and evaluation reports are to be submitted timeously to the Municipality.
- The Service Provider shall exercise the highest degree of skill, care and diligence that can be expected of its profession.

5.2 Roles of the Service Provider

- (a) The Service Provider will produce reports based on a milestone plan of the method of assessment;
- (b) The report on the whole exercise also containing the recommendations on the functional model and the Project implementation plan as included in the tender documentation.
- (c) The Service Provider is required to possess its own tools such as Information Technology equipment;
- (d) All operational costs relating to the delivery of the Services will be borne by the Service Provider;
- (e) The Service Provider shall deliver all such services and deliverables required for this project to be successful, including mandatory deliverables which are applicable upon termination of this Agreement, such as that which is described in clause 4 (g) supra.
- (f) The Service Provider will furnish the Municipality with an invoice once each stage or agreed upon milestone is completed, certifying that the milestone was reached and that the work was completed as agreed to.

6. RESPONSIBILITIES OF THE MUNICIPALITY

The Municipality has the role and responsibility of the following:

- (a) Contractual and financial management;
- (b) Designate an official to co-ordinate all activities relating to the Services to be provided by the Service Provider;
- (c) Ensure that relevant information and documents are made available to the Service Provider on a basis which is reasonable;
- (d) Participate in meetings of the various establishments related to the rendering of the Services, at Local District and Provincial levels;
- (e) The Municipality will ensure that the Service Provider is paid, for authorised and valid services rendered, within 30 days of the receipt and certification of any substantiated invoice from the Service Provider.
- (f) The Municipality will review the data provided by the Service Provider to detect any obvious anomalies and discrepancies.

7. BUDGET AND PAYMENT PROCEDURE

- (a) The Service Provider will be paid an estimated amount of **R6,544,160.00** (inclusive of **VAT**) for rendering of the services. This amount is based on **53,000** properties in terms of the Tender specification and may be varied by agreement between the Municipality and the Service Provider if there are additional properties to be valued, exceeding this stated number of properties;
- (b) Payment shall be made in accordance with the Progress Payment Schedule, which is identified in Annexure 2, attached hereto.

8. TERMS AND CONDITIONS

- (a) The time frames and number of days set out herein are estimates only and may be varied by agreement between the Municipality and the Service Provider.
- (b) Invoices shall be certified by the Service Provider that the amount claimed in the Invoices is due and payable in terms of this Agreement, that the amount claimed does not cover the amounts already claimed and that the claim truly reflects the value and extent of the work performed.
- (c) Should the Municipality accept the invoices submitted by the Service Provider, the Municipality undertakes to certify for payment such invoices within ten **(10)** working days of the receipt thereof.

- (d) Should the invoices not be acceptable to the Municipality, the Service Provider will be informed thereof in writing together with reasons for the non-acceptance of such invoices, within fifteen **(15)** working days of receipt of the invoices.
- (e) Should the Municipality accept the invoices, payment shall be made to the Service Provider within thirty **(30)** days after payment certification.
- (f) Should the Municipality not be satisfied with the work done, the deliverables or any required documentation by the Service Provider, the Municipality will request the Service Provider to rectify or improve such at the Service Provider's expense.
- (g) Any and all extra expenses incurred by the Service Provider resulting from the Service Provider having to address and/or rectify queries arising from the claim submitted in respect of work done, the deliverables or any required documentation, shall be for the account of the Service Provider.
- (h) In assessing the quality of the work presented by the Service Provider, the Municipality may enlist the assistance of third person(s). The selection of such third persons shall be in the absolute discretion of the Municipality and the Service Provider shall abide by such selection.

9. OWNERSHIP AND PUBLICATION OF REPORTS

- (a) The Municipality will become the owner of the information, advice, recommendation and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purpose of executing this Agreement all of which will be handed over to the Municipality on request, but in any event on the termination of this Agreement for whatever reason. The Service Provider relinquishes its retention of any other rights to which It may be entitled.
- (b) The copyright of all the documents, recommendations and reports compiled by the Service Provider during the course of and for the purpose of rendering the Services will vest in the Municipality and may not be reproduced or distributed or made available to any person outside the Municipality's service or to any institution in any way without the prior written consent of the Municipality.
- (c) In case of the Service Provider providing documents or material to the Municipality, the development of which has not been at the expense of the Municipality, copyright shall not vest in the Municipality, unless such items were provided to rectify errors or to replace

deficient items submitted to the Municipality. The Service Provider shall be required to indicate in writing to which document and/or material this provision applies.

- (d) All information, documents, recommendations, and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Municipality's services and may not be published during the currency of this Agreement or after termination thereof without the prior written consent of the Municipality.

10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- (a) The Service Provider undertakes to obtain the necessary consent from the proprietors of their licenses should the Service Provider make use of the intellectual property of any other person.
- (b) The Service Provider further indemnifies the Municipality against any claim or action (including costs) caused by and/or arising from the failure to obtain such consent.
- (c) The Service Provider hereby indemnifies the Municipality against any action, claim, damage or legal expenses that may be instituted against the Municipality on the ground of any alleged infringement of any copyright or other intellectual property right in connection with the work outlined in this Agreement.

11. NO AGENCY OR PARTNERSHIP

The relationship between the Parties shall not imply any partnership in the legal sense, nor shall it render either party the agent or authorized representative of the other party.

12. ASSIGNMENT

- (a) Neither party shall be entitled to assign this Agreement, all or any of its rights and obligations as per this Agreement without prior written consent of the other party.
- (b) Each party warrants that it is acting as a principal agent and not as an agent for an undisclosed principal.

13. INDULGENCES

No extension of time, latitude or other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of this Agreement, or affect such party's right, or prevent such party from strictly enforcing due compliance with each and every provision of this Agreement.

14. EXERCISE OF REASONABLE SKILLS, CARE AND INDULGENCE

- (a) The Service Provider guarantees that it will perform all its duties professionally and that all the work done by it will be of the highest standard that may be expected from a professional body in its position.
- (b) If, for any reason, the Service Provider finds itself incapable of completing the services as agreed in terms of this Agreement, It will notify the Municipality within five **(5)** working days, stating full reasons.
- (c) The Service Provider shall ensure that a reasonable level of care and responsibility be exercised by all parties and individuals under its control when such parties or individuals are using property and/or data belonging to the Municipality in the performance of this contract and in general in the performance of the Service Provider's duties and obligations as stipulated in this Agreement.
- (d) The Service Provider shall maintain an efficient well-trained and qualified staff. Should the Municipality find any member of the Service Provider unable to perform the task to the satisfaction of the Municipality, the Municipality may, in writing and together with reasons therefore, request that he/she be replaced in order to meet the requirement of the contract. Such replacement will take place within thirty (30) working days of receipt of the Municipality's request.

15. FORCE MAJEURE

- (a) Force majeure shall be considered to be, if the performance of any obligation in terms of this Agreement is suspended or postponed by:
 - (i) Strikes or lock-out or any combination therefore by employees or either of the Parties;
 - (ii) fire or accident on the premises of the Municipality not occasioned by negligence or intent on the part of either of the Parties;
 - (iii) war or civil commission;
 - (iv) any cause, except as may be otherwise provided for in this Agreement beyond the reasonable control of either of the Parties; and
 - (v) any act of God/nature.
- (b) Should the completion of any obligation be delayed as a result of force mojeure, the party who is unable to perform its obligation shall, within twenty (20) working days of

occurrence of such force majeure, give notice thereof in writing to the other party and request an extension of time in which to comply with its obligation. On receipt of such notice and supporting particulars of the request, the other party may, in writing grant an extension of time as may be justified.

- (c) No claim shall lie against the party who is unable to perform due to force majeure, provided that the notice referred to in 15 (b) above has been duly delivered and an extension of time granted.
- (d) In the event of the Municipality granting the Service Provider permission to defer performance as provided in 15 (b) supra, It is specifically recorded that the Service Provider shall not be entitled to payment thereof until the particular obligations have been discharged fully. Such permission will not result in a higher amount being paid for the services rendered.
- (e) In the event of force majeure continuing for a period of thirty (30) working days, either party shall be entitled to terminate this Agreement by written notice to the other party and without any party incurring any liability to the other party.

16 SEQUESTRATION, LIQUIDATION AND JUDICIAL MANAGEMENT

Should the estate of the Service Provider be sequestered or liquidated or if it is placed under judicial management or administration order issued against it by any court, the Municipality may terminate the Agreement and appoint another valuer to substitute the Service Provider.

17. BREACHES OF AGREEMENT

- (a) In the event of any breach by any of the **parties** of the terms and conditions of this Agreement, and in the event of such party remaining in default after twenty (20) working day's written notice calling for rectification of the matter, the other party shall be entitled to:
 - (i) enforce strict compliance with the terms and condition of this Agreement; or
 - (ii) claim penalties calculated at a rate of 0.1 % (zero comma one percent) of the contract price (Tender Rand value) for every day the defaulting party remains in breach after the abovementioned notice period has expired; or
 - (iii) cancel this Agreement.
- (b) Should any of the parties dispute the existence of a breach entitling the other party to the abovementioned rights and remedies, the matter(s) in issue may be referred, at the request of either party, for determination by an arbitrator to be appointed in terms of

clause 19 of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, and by the reasons of the financial and social imperatives underlying this Agreement, the arbitrator shall be entitled to make an interim order to ensure that no material delays occur.

- (c) Should the timeframe for the performance of the work not be met due to external reasons, not attributable to either party, it will not be considered a breach of this Agreement.

18. TERMINATION OF AGREEMENT

- (a) The Municipality shall have the right to terminate this Agreement without prejudice to any of its other rights upon the occurrence of any of the following cases:
 - (i) On commencement of any action for dissolution and/or liquidation of the Service Provider or on receipt by it of a court order to be placed under judicial management as contemplated by clause 16 supra;
 - (ii) The Service Provider informs the Municipality that it intends to cease performing its obligations in terms of this Agreement;
 - (iii) The Service Provider informs the Municipality that it is incapable of completing the deliverables as described in Annexure 1.
 - (iv) If the Service Provider or any of its agents make themselves guilty of misconduct in terms of code of conduct of their profession or if the Service Provider acts dishonestly or contrary to the integrity which is required by its profession, provided that the relevant Professional Body responsible for such Profession has made such a finding and all appeals and/or reviews against such finding have been finalized.
- (b) The Municipality furthermore has the right to postpone or terminate the whole or any part of this Agreement at any time, provided that in such an event a period of ten (10) working days written notice is given to the Service Provider.
- (c) The Service Provider shall receive remuneration for work completed to the satisfaction of the Municipality up to date of any postponement or termination of the Agreement.
- (d) Termination of this Agreement will relieve the Municipality and the Service Provider of their respective obligations in terms of this Agreement. Notwithstanding this, the handover of information and/or data as paid for by the Municipality at that point in time

shall, upon the ending on this Agreement for whatever reason, remain a mandatory deliverable.

- (e) The Service Provider shall not be entitled to advance a right of retention or any similar right if this Agreement is terminated.

19. DISPUTE RESOLUTION

- (a) Should a dispute between the parties not be resolved through negotiations within five (5) working days, the dispute may be referred to arbitration or litigation by any of the parties.
- (b) Notwithstanding anything to the contrary contained in this clause, it is agreed that irrespective of the fact that the dispute is referred to arbitration or litigation in court, the Service Provider will proceed rendering the Services with diligence unless the Municipality instructs otherwise in writing.
- (c) If a dispute is referred to arbitration, the arbitrator shall be nominated by both parties through agreement and if this fails, the arbitrator shall be nominated in terms of laws that govern arbitration in South Africa. The party instituting these proceedings shall appoint the arbitrator.

20. GENERAL

- (a) This is the entire Agreement between the Parties and may only be amended in writing and duly signed by both Parties.
- (b) This Agreement shall be governed by, construed, and interpreted according to the laws of the Republic of South Africa.
- (c) The parties agree that the High Court of the Province within which the Municipality is located, shall have jurisdiction in respect of any matter arising from this Agreement, subject to the provisions of clause 19 supra relating to dispute resolutions.

21. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose the following addresses for the service of correspondence for purpose of this Agreement:

The domicile of the Municipality:

The City Manager
Drakenstein Municipality
Bergriver Boulevard
Paarl
7646

The domicile of the Service Provider:

Hendrik Coenraad Botha
HCB Valuations and Services (Pty) Ltd
38 Long Street
Moorreesburg
7310

Either party shall be entitled, on fourteen {14} working days' notice to the other, to change its domicilium to another physical address.

THUS, DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

FOR THE SERVICE PROVIDER

AS WITNESSES

HCB Valuation and Services (Pty)

DATE _____

THUS, DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

FOR THE MUNICIPALITY

AS WITNESSES

THE CITY MANAGER

DATE _____

ANNEXURE 1: Deliverables and Milestones

The main deliverable/s and key milestones (Refer to Clause 5 above) are as follows:

Deliverable / Milestone	Responsible Party(ies)	Time Frame
STAGE 1 Commencement of G V Initial data collection, deeds download (Deeds Web) – No alternative will be excepted i.e. Search Works or Windeed etc., existing valuation roll download, establishment of masterfile, comparison between newly created property master file and existing municipal valuation records or where no existing valuation roll exists creation of property master file (It will be expected of the Bidder to provide a reconciliation between the current valuation roll and the deeds download)	The Service Provider	01/05/2024 - 31/07/2024
STAGE 2 Obtaining of new data necessary to compile valuations: Including physical inspections, data capture, sales, measurements, rentals, expense ratios etc.	The Service Provider	01/08/2024 - 31/10/2024
STAGE 3 Compiling of valuations	The Service Provider	01/11/2024 - 31/12/2024
STAGE 4 Completion & Submission of draft rolls	The Service Provider	01/01/2025
STAGE 5 Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	The Municipality	01/12/2024 - 31/01/2025
STAGE 6 Correction of draft rolls	The Service Provider	03/02/2025 – 14/02/2025
STAGE 7 Submission of certified final valuation roll (all data/copies and issuing of completion certificate)	The Service Provider	14/02/2025
STAGE 8 Generation of Notices Send Notices Publication of 1st advertisement as per Section 49 of the Act. Publication of 2nd advertisements as per Section 49 of the Act and Gazetted Publication. Closing of objection period.	Municipality Municipality Municipality Municipality Municipality	14/02/2025 - 20/02/2025 28/02/2025 20/02/2025 27/02/2025 04/04/2025

STAGE9 Handling of Objections – Section 51	The Municipality	07/04/2025 -	30/04/2025
STAGE 10 Objectors request reasons and lodge appeals - Section 54	The Municipality concurs with the Valuer on Appeal Board and The Service Provider	01/05/2025 -	31/05/2025
STAGE 11 Notification for Appeals to Appeal Board	The Service Provider	01/06/2025 -20/06/2025	
STAGE 12 Appeal Board Hearings		23/06/2025 – 30/06/2025	
IMPLEMENTATION	DRAKENSTEIN MUNICIPALITY	01 May 2024	

ANNEXURE 2: Progress Payment

The Progress Payment Schedule (Refer to clause 8 (c) above) is as follows:

Progress Payment	Percentage (%)	Deliverable	Time Frame	Amount
Stage 1	10%	Commencement phase	01/05/2024 - 31/07/2024	R654,416.00
Stage 2	30%	Data collection and capturing	01/08/2024 - 31/10/2024	R1,963,248.00
Stage 3	15%	Valuation compilation	01/11/2024 - 31/12/2024	R,981,624.00
Stage 4	10%	Submission Draft Roll	01/01/2025	R654,416.00
Stage 5	0%	Internal monitoring	01/12/2024 – 31/01/2025	n/a
Stage 6	0%	Correction of Draft Rolls	03/02/2025	n/a
Stage 7	15%	Submission of certified roll	14/02/2025	R981,624.00
Stage 8	0%	Generation of Notices & Publication	14/02/2025 – 20/02/2025	n/a
Stage 9	10%	Handling of objections	07/04/2025 - 30/04/2025	R654,416.00
Stage 10	0%	Objectors Request for reasons and lodge of Appeals.	01/05/2025- 31/05/2025	n/a
Stage 11	0%	Notification for Appeal to Appeal board	01/06/2025 – 20/06/2025	n/a
Stage 12	Per Meeting	Valuation Appeal Board Hearings	3/05/2025 - 30/06/2025	n/a
Stage 13	10%	Submission of completion certificate including all data/copies.	31/07/2025	R654,416.00