



RUSTENBURG LOCAL MUNICIPALITY



RUSTENBURG LOCAL MUNICIPALITY

CONTRACT NO: RLM/BTO/0163/2024/25

**APPOINTMENT OF A QUALIFIED MUNICIPAL VALUERS FOR THE COMPILATION AND
MAINTENANCE OF THE VALUATION ROLL FROM 01 MAY 2025 TO 30 JUNE 2031.**

NAME OF BIDDER:

BID PRICE: (Vat Incl)

Prepared by:

**RUSTENBURG
LOCAL MUNICIPALITY
CNR BEYERS NAUDE AND MANDELA DRIVE
RUSTENBURG
014 590 3111**

BID CLOSES

DATE:25 MARCH 2025 @10H00



RUSTENBURG LOCAL MUNICIPALITY

PARTICULARS OF THE BIDDER			
NAME OF THE BIDDING OR TENDERING COMPANY			
POSTAL ADDRESS			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">POSTAL CODE</td> <td></td> </tr> </table>	POSTAL CODE	
POSTAL CODE			
STREET ADDRESS (PHICAL ADDRESS)			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">POSTAL CODE</td> <td></td> </tr> </table>	POSTAL CODE	
POSTAL CODE			
E-MAIL ADDRESS			
TELEPHONE NUMBER (TELKOM LINE)			
CIDB CRS NUMBER (IF APPLICABLE)			
CELLPHONE NUMBER			
ALTERNATE CELLPHONE NO.			
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY			
CRS NUMBER			
BID INFORMATION (TIME AND DATE OF CLOSER)	DATE: TIME:		
BID PRICE (VAT INCLUSIVE)			



RUSTENBURG LOCAL MUNICIPALITY

INDEX/TABLE OF CONTENTS

DOCUMENT NAME ABBREVIATION	DOCUMENT NAME/DESCRIPTION	
BPL	BID PROCESS CRITERIA LIST	
BN	BID NOTICE	
MBD 1	INVITATION TO BID (PART A)	
MBD 3.1	PRICING SCHEDULE	
MBD 4	DECLARATION OF INTEREST	
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	
MBD 6.1	PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS	
MBD 8	DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM	
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
SF	SIGNATORY FORM	
GCC	GENERAL CONDITIONS OF CONTRACT	
TOF	TERMS OF REFERENCE/ BID SPECIFICATIONS	



RUSTENBURG LOCAL MUNICIPALITY

BID PROCESS CRITERIA LIST

RLM/BTO/0163/2024/25-APPOINTMENT OF A QUALIFIED MUNICIPAL VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL FROM 01 MAY 2025 TO 30 JUNE 2031.



RUSTENBURG LOCAL MUNICIPALITY

TENDERING PROCEDURES:

DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

A bid not complying with the requirements stated hereunder will be regarded as an “Unacceptable bid”, and as such will be rejected.

“Unacceptable bid” means any bid which, in all respects, does not comply with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

A bid will not be acceptable if:

1. Any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. The bid document is completed using a pencil or any other colour ink. Only black ink must be used to complete the bid document. Only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
3. The bid has not been properly signed by the designated signatory contained in the tender document.
4. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
5. The bid has been submitted after the relevant closing date and time.
6. Any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
7. Bid offers will be rejected if the bidder has abused the Rustenburg Local municipality's Supply Chain Management System.
8. Failure to complete and sign and / or disclosing of wrong information in any of the declaration forms.
9. Compulsory questionnaire must be fully completed and signed.
NB! In a case of Joint Venture separate compulsory questionnaire forms must be completed and submitted.
10. The bidder has failed in a case of Joint Venture to submit separate MBD 5 forms for each partner.
11. In the case of multi directors or joint venture, the bidder has failed to submit separate MBD 4 declaration forms for each director.
NB! If all directors have the same declarations, it is not necessary to submit different MBD 4 forms, however it is compulsory for directors to attach their details and signatures on the table provided.



RUSTENBURG LOCAL MUNICIPALITY

12. The document is completed electronically and or electronically signed.
13. Bidder is not registered with Central Supplier Database (CSD)
14. The bidder fails to attach the following documents:
 - A valid proof of payment with the relevant reference number as stipulated in the tender advertisement.
 - Required CIDB Grading Certificate where applicable.
 - The authority of signatory is not submitted (printed on bidder's letter head) if the tender is a CIDB related project.
 - The bidder failed to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
 - **Municipal rates and taxes statements of the directors**
 - ✓ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or
 - ✓ Valid lease agreement of the director/s with all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, leases' possibilities, amounts related to the lease, address of the leased premises, signatures etc) or,
 - ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
 - ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.
 - **Municipal rates and taxes statements of the company**
 - ✓ Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
 - ✓ Valid lease agreement of the company (showing all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, leases' possibilities, amounts related to the lease, address of the leased premises, signatures etc), or
 - ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
 - ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!



RUSTENBURG LOCAL MUNICIPALITY

The company address written on the tender document, and statement submitted must be the same as the one reflecting on the CSD report

- ✓ **For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure.**
- ✓ **For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure.**

15. The bidder fails to comply with:

- Bidders must submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a USB containing the scanned bidding documentation)
- Bidders who use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
- Bid documents which are not in envelopes that clearly marked with the bid number and description.
- **NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.**

VERIFICATION OF DOCUMENTS AND INFORMATION.

- Please note that by submitting this tender document, you are agreeing to the verification process of your supporting documents by the Rustenburg Local Municipality.
- Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- CIDB Grading will be verified.
- Sworn Affidavits will be accepted only if its originals submitted.



RUSTENBURG LOCAL MUNICIPALITY

BID NOTICE

**RLM/BTO/0163/2024/25 -APPOINTMENT OF A
QUALIFIED MUNICIPAL VALUERS FOR THE
COMPILATION AND MAINTENANCE OF THE
VALUATION ROLL FROM 01 MAY 2025 TO 30 JUNE
2031.**



RUSTENBURG LOCAL MUNICIPALITY

TENDER ADVERTISEMENT

<u>BID NO.</u>	<u>DESCRIPTI ON</u>	<u>DOC. FEES (NON- REFUNDABLE)</u>	<u>EVALUATION CRITERION</u>	<u>ENQUIRIES</u>	<u>COMPULSO RY BRIEFING SESSION</u>	<u>CLOSIN G DATE</u>
RLM/BTO/0163/2024/25	Appointment of a qualified municipal valuers for the compilation and maintenance of the valuation roll from 01 May 2025 to 30 June 2031.	<u>TENDER DOCUMENT AMOUNT</u> R5000.00 <u>REFERENCE NUMBER:</u> 0163+Company name <u>BANK NAME</u> Standard Bank <u>ACCOUNT NUMBER:</u> 033 054 657033 054 657	<ul style="list-style-type: none"> ❖ Administrative evaluation (document completion and attachment of mandatory documents) to include all necessary certifications. ❖ Functionality minimum qualifying score 70 out of a maximum of 100 points. ❖ 80/20 preferential point system (price = 80 & Specific goals = 20) ❖ 90/10 preferential point system (price = 90 & Specific goals = 10) ❖ NB! No other evaluation 	<u>TECHNICAL</u> Ms B Faku 014 590 3476 bfaku@rustenburg.gov.za Ms. N. Kiet 014 590 3633 nkiet@@rustenburg.gov.za	<u>DATE:</u> 04 March 2025 <u>Time:</u> 10H00 <u>Venue:</u> Rustenburg Local Municipality Offices	<u>DATE:</u> 25 March 2025 <u>TIME:</u> 10H00



RUSTENBURG LOCAL MUNICIPALITY

1. Bid documents must be in a sealed packaging clearly marked with the bid number and description, must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than the prescribed closing date, where after the bids will be opened in public at the Municipal offices.
2. All bids will be evaluated in accordance with the Supply Chain Policy of the Rustenburg Local Municipality, PPPFA 2022 and other related legislations. Bids will remain valid for 90 days.
3. The lowest or any bid will not be necessarily accepted, and the municipality reserves the right to accept the whole or part of any bid. The municipality reserves the right to increase or decrease quantities as indicated in the technical specifications. A market analysis conducted will be taken into consideration to ensure right procurement and quality service delivery.
4. Tender submission must comply with the instruction note (Tender Completion and Attachment of Mandatory Documents) as well as all other additional tendering condition and requirements stated in the tender document.
5. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant
6. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
7. Submissions which fail to adhere to all the requirements and instructions stated on this advert, E-tender advert, CIDB Website for CIDB tenders as well as the tender document will lead to disqualification.
8. Should there be any contradictions between the information on the advert and the information in the tender document, then the information on this advert will take precedence.



RUSTENBURG LOCAL MUNICIPALITY

TERMS OF REFERENCE (SPECIFICATIONS)

**RLM/BTO/0163/2024/25 -APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAINTENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

TERMS OF REFERENCE/ SPECIFICATIONS

APPOINTMENT OF A SERVICE PROVIDER

Rustenburg Local Municipality invites qualified municipal valuers for the compilation and maintenance of the new valuation roll from 01 May 2025 to 30 June 2031. The maintenance of the valuation will commence from 01st May 2025.

BACKGROUND

The municipality implemented the current valuation roll on the 1st of July 2021. In terms of the Municipal Property Rates Act 6 of 2004, the valuation roll for local municipalities is effective for a period of 5 years. The municipality is in the process of appointing a new Municipal Valuer.

The Rustenburg Local Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation and maintenance of the valuation roll in terms of the Act, within the jurisdiction of the Rustenburg Local Municipality.

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

The successful Tenderers must commit themselves to strict confidentiality both during and after the valuation task.

Tenderers must ensure that no conflict of interest occurs during or after the valuation process and if any potential conflict arises, the Tenderer must advise Municipality accordingly.

QUALIFICATION OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

In terms of Section 39(1)(a) only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

The Tenderer must nominate the person to be designated as the Municipal Valuer by completing Schedule 1.

The Municipality reserves the right to:-

Fully investigate the qualifications, experience and performance of the Tenderers nominated person/s in terms of Schedules 1 hereof by reference to:

- ▣ Other municipalities where valuation roll/s were compiled;
- ▣ previous valuation board hearings;
- ▣ appeal board hearings;
- ▣ arbitration and supreme courts;
- ▣ general standing of the nominated person/s within the valuation profession;
- ▣ Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with; and
- ▣ Municipality reserves the right to interview the nominated person/s;

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



RUSTENBURG LOCAL MUNICIPALITY

The Municipality shall not be obliged to approve any request for cession and/or assignment.

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

The Municipal Valuer and/ do by their signature of Schedule 1 binds him/herself with Tenderer to fulfil all terms and conditions of this Tender together with all schedules.

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

3. SERVICES REQUIRED

Tenders are invited from experienced and suitably qualified Tenderers to maintain valuation roll/s and supplementary valuation rolls.

Tenderer's nominated person/s will be required to assist Municipality in:-

(1) The preparation of the Rates Policy in terms of the Act in regard to valuation matters.

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

Tenderer's nominated person/s will be required to undertake the following functions and/or services:-

(3) Valuation of different categories of properties in terms of Section 8.

(4) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by Municipality.

(5) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by Municipality.

(6) Compile valuations in terms of Section 7(1) and subject to the provisions of

(7) Comply fully with Section 34 – Functions of Municipal Valuer.

(8) Comply with Section 39 – Qualifications of Municipal Valuers.

(9) Comply with Section 40 – Prescribed Declarations.

(10) Comply with Section 41 – Inspection of property within defined days and times.

(11) Comply with Section 42 – Access to Information.

(12) Comply with Section 43 – Conduct of Valuers.

(13) Comply with Section 44 – Protection of Information.

(14) Comply with Section 45 – Valuation methodology and Section 13 hereof.

(15) Comply with Section 46 – General basis of valuation.

(16) Comply with Section 47 – Sectional Title Schemes.

(17) Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this tender.

(18) Comply with Section 51 – Processing of objections.

(19) Comply with Section 52(1)(3) – Compulsory review.

(20) Comply with Section 53 – Notification.

(21) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).

(22) Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act.

(23) Comply with Section 81 & 82 of the Act. Tenderers/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the Municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act.

Such data will be available in a format that is easy to read, understand and interpret.

(24) Comply with Section 85 – Copyright of valuation rolls and other data.

All data belongs to the municipality and the municipal manager must ensure that such data is received prior final payment to the service provider (valuer) and is adequately protected. The municipal valuer must submit all data including the valuation roll in a



RUSTENBURG LOCAL MUNICIPALITY

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 due to a new valuation roll impacts on changes in rates payable by property owners in each property category.

4. DEFINITIONS

Date of Valuation: shall mean the Date of Valuation as determined by Municipality in terms of the Act;

Date of Draft Submission: shall mean the date upon which the Municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the Municipality to use such data in the preparation of their rates policy and tariffs;

Date of Final Submission: shall mean the date upon which the certified roll/s are handed to the Municipality by the nominated persons;

Specialised Properties: Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties:

- ▣ Regional Shopping Centres e.g. Waterfall Mall
- ▣ Petrol Filling Stations
- ▣ Hotels
- ▣ Conference Centres
- ▣ Quarries
- ▣ Mines
- ▣ Grain Depots
- ▣ Private Hospitals
- ▣ Provincial and/or State buildings such as Civic Centres, Prisons etc.
- ▣ Airports, Harbours and Stations
- ▣ Steel Manufacturer e.g. Iscor
- ▣ Cement Factory

Tenderer shall be required to assist the Municipality to compile a register of Specialised Properties that will enable Municipality to easily refer at any time to such properties.

The register will reflect the property description and method of valuation applied. Where generally recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the Municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties.

Data and Information includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender.

Data Ownership: all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the Municipality.

Data transfer: All data utilised and/or collected by Tenderer including that of the data capturers, will be transferred by the Tenderer to the Municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format.

Property Master File: shall be defined as a property master file containing all property records of the Municipality relating to the valuation roll whether registered or not at date of valuation.

Tenderer will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll.



RUSTENBURG LOCAL MUNICIPALITY

The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the master file. Tenderer shall thereafter administer the township owner's interest account on an ongoing basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner interest accounts.

The purpose of the master file is to enable the public and officials of the Municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the Municipality. The master file and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.

Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on either the master file and/or the valuation rolls. All consolidations, excisions, notarial ties, township proclamations etc which result in unregistered records being created will be recorded from date of commencement of this tender and shall continue for the full duration hereof.

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

Tenderer will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000.

In terms of the Promotion of Access to Information Act, Act 2 of 2000, Municipality is obliged and compelled to provide certain information to the general public.

The Tenderer as part of his function in collecting data on behalf of the Municipality will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000.

Accordingly, Tenderer will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000 and that such manual will be attached under Schedule 10 hereof.

Tenderer will not be required to provide information obtained in terms of Section (42) of the Act that is of a confidential nature, unless required to do so in terms of Section (44) of the said Act.

This directive should if possible be incorporated in the manual submitted in terms of the Promotion of Access to Information Act, Act 2 of 2000.

Tenderer will however be required to supply any information that is of a general nature appearing in the valuation rolls and available to the public in the format prescribed by the Municipality.

Confidential Information is to be considered as information specific to a property and unique thereto where such information is not available to the general public.

Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses etc.

Such information may only be disclosed in terms of Sect (44) of the Act.

6. CONFIDENTIALITY

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

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

Failure to observe these conditions will constitute a breach of contract, which could result in termination of this contract. 19



RUSTENBURG LOCAL MUNICIPALITY

7.1 PENALTIES AND DEFAULTS

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

In the event of Tenderer not conforming to the standards required by the Municipality as contained in the tender document, Tenderer shall be given 30 days written notice to remedy such default failing which, the Municipality will be allowed to cancel this appointment without further notice.

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

- ▣ Non-compliance to submission dates
- ▣ Breach of confidentiality and/or conflict of interest.
- ▣ Inadequate valuation performance in terms of sections 51 and 52 of the Act and/or the results of any Valuation Appeal Board arising from this tender.
- ▣ Inadequate valuation results measured against monitoring.
- ▣ Non-compliance with the Act and any other conditions referred to in this tender.
- ▣ Dishonesty
- ▣ Corruption

In the case of dishonesty or corruption the Municipality may terminate this appointment on immediate proof of conviction being made available to Municipality.

In all of the other events, the Municipality will give Tenderer 30 days' notice to remedy such default, failing which the Municipality shall cancel this tender without further notice or advise.

Municipality shall in either situation of: inadequate valuation performance being suspected by the Municipality and/or inadequate valuation results arising from internal monitoring, provincial monitoring or national monitoring, have the right to appoint a registered professional valuer of not less than ten years registration to act as an adjudicator on behalf of the Municipality to investigate their suspicion. Such person shall consider the merits of the allegations made by the Municipality.

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

The findings of the adjudicator will be handed to the Municipality, the nominated person and Tenderer. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Tenderer. The nominated person and/or Tenderer shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Tenderer and nominated person. Should the Municipality suffer any losses as a result of the default of Tenderer and/or the nominated person/s, the Municipality shall further be entitled to recover all costs or damages, resulting from such default as well as the cost of re-appointing alternative valuers and other financial losses suffered by the Municipality, as a result of the default of Tenderer and/or the nominated person/s.

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



RUSTENBURG LOCAL MUNICIPALITY

7.2 PENALTIES

Should the tenderer fail to rectify any late submission within three days after the delay is brought to their attention, a penalty of R1000 will be levied per day after the lapse of the three days until the late submission is rectified.

APPEALS

The Tenderer must attend all hearings of the valuation appeal board hearings.

DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

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

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

If the findings of the Municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give Tenderer 30 days written notice setting out their findings and request Tenderer to rectify such default, failing which Municipality shall be entitled to cancel this tender without further notice. Tenderer will be given the opportunity to explain to Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by Tenderer. All data collected by Tenderer, in whichever format, is the property of Municipality.

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

Where Tenderer has made use of aerial photography and or satellite imagery utilizes at his discretion and/or supplied by him either voluntarily or on behalf of the Municipality, such aerial photographs and/or satellite imagery will become the data of the Municipality and the Tenderer shall have no lien thereon.

Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, Tenderer will be required to adhere to the following minimum data collection requirements:-

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

SUPPLEMENTARY VALUATION ROLL

Municipality will specify which of the following data it will make available to Tenderer and what data it requires Tenderer to obtain at their cost (Indicate with a tick what is applicable)

No.	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE	MUNICIPALITY TO PROVIDE
1.	Aerial photograph	X	
2.	Building plans and schedule of monthly completed buildings.		X
3.	Cadastre monthly updates		X



RUSTENBURG LOCAL MUNICIPALITY

4.	Monthly copies of all offers received to purchase and/or lease Municipal properties	X
5.	Monthly copies of all sales/rental agreements relating to properties sold by Municipality whether registered or not	X
6.	Monthly copies of all consent use applications received, approved or declined	X
7.	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to Municipality	X
8.	Monthly copies of all approvals and/or rejections by Municipality of the above	X
9.	Monthly copies of all policy decisions relating to immovable property within Municipality	X
10.	Monthly copies of water and electricity deposits relating to properties not previously connected	X
11.	Development Plan and changes thereto	X
12.	Geographic information system	X
	Monthly maintenance thereof - if applicable	X
	Monthly clearance certificates	X
	Monthly Deeds downloads	X
	Monuments and Heritage buildings declared from time to time	X
	Occupation Certificates where available	X
	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – ongoing basis	X
	Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – ongoing basis	X
	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	X
	Town planning scheme – updates thereof	X
	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice	X



RUSTENBURG LOCAL MUNICIPALITY

- Amendment scheme		
- Services agreement		
Annual inspection and review of section 9 & 15 properties referred to in the Act		X
Monthly diagrams from surveyor general		X
Notices appearing in government/provincial gazettes relating to properties within the municipality		X
Annual review of rates policy copy thereof		X

PRINTING AND BINDING OF ROLLS

Tenderer shall be responsible for providing 8 copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.

The valuation roll shall be spirally bound and each volume shall be numbered and contain a cover and back page. All pages of the valuation roll shall be consecutively numbered.

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

In addition, Tenderer shall provide the Municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format. Insert comment relating to format and 'unlocked'. To be able to manipulate the valuation roll for analysis.

Additional copies of the valuation roll and/or supplementary valuation rolls will be as indicated

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

16.1 If a mass valuation system is used by Tenderer, the system must be compatible with the valuation system of the Municipality if applicable.

16.2 The valuation system must be compatible with the GIS system utilized by the Municipality as well as other management systems that are affected by the valuation process.

16.3 The valuation system must be compatible with the billing system of the Municipality

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

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

16.6 In the case of property data

The valuation system must be able to store changes relating to inter alia:-

Land use, zonings, size, sub divisions, consolidations, excisions, notarial ties etc.

Current and previous owners

Date of sale and transfer

Sales price

Title deed numbers

Servitudes

Caveats

Type of sale i.e. vacant or improved 32



RUSTENBURG LOCAL MUNICIPALITY

16.7 In the case of valuations

All current and future valuations

All changes to valuations to be historically reflected

Ability to produce monthly supplementary rolls for auditing and checking purposes

16.8 Objections

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

Name of objector

Name of owner

Objection number

Entry required by objector

Decision of valuer

Reasons of valuer

Decision of appeal board

Existing valuations and valuations reflected in the valuation roll

Adjustments made by the appeal board

Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

16.9 Other

The valuation System must be capable of storing inter alia:-

Building plan data where available, site plans, aerial photographs, Gis data, and all other pertinent data on a historic basis. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this tender, pertaining to that erf can be extracted by reference to that erf.

The valuation system must be capable of extracting all properties that are subject to multiple entries, rebates, reductions or exemptions.

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.

The valuation system must also be able to extract vacant properties and other information that the municipality may require for statistical purposes.

The valuation system must be able to download data directly from the deeds offices as well as recording and linking properties from various databases with the property key number of the Surveyor General.

DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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

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

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.



RUSTENBURG LOCAL MUNICIPALITY

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

- ▣ Tenderer will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.
- ▣ Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- ▣ Tenderer shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third party data.
- ▣ All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- ▣ Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.
- ▣ Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderers appointed network administrator/s only.
- ▣ Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- ▣ Tenderers will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service provider's infrastructure.



RUSTENBURG LOCAL MUNICIPALITY

☐ Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.

☐ Tenderer may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.

☐ All data output from a relational database system will be provided and made available in an approved format to municipality.

☐ Tenderer will ensure that all data is backed up on a daily basis and verified.

☐ Tenderer will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.

☐ Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.

☐ Tenderer will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.

☐ Tenderer will ensure that this backup cycle be enforced for the duration of the tender.

☐ Tenderer will adhere to and implement the backup software vendors 'best practice' specifications.

☐ Tenderer will adhere to and comply with the backup hardware manufacturers specifications.

☐ Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

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

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

In the absence of a data protection policy, annexed to this tender the following minimum data collection specifications will apply to the appointed Tenderer/s. 35



RUSTENBURG LOCAL MUNICIPALITY

17.2 DATA TRANSFER

Bulk data transfer shall be made available to municipality in a format specified by municipality.
 Tenderer will ensure that a minimum of LTO 2 Tape Backup technology or equivalent is utilised on a daily basis.
 Municipality may request these tapes/media from time to time to verify and ensure data integrity.
 Tenderer may utilise optical based media technology for archiving purposes.
 Tenderer may utilise optical based media technology for data presentation.
 Tenderer will ensure that all optical based media be 'read only'.
 Tenderer will ensure secure site protocols are enforced for all website/internet available data.
 Tenderer will ensure that all data collected be transferred to municipality on a minimum of a fortnightly basis.

17.3 GENERAL

Tenderer will ensure that he fully acquaints himself with the amount of data to be stored and what data needs to be protected and satisfies the Municipality or its duly appointed consultant that the Tenderer has an adequate Computer System to fully comply with the needs of paragraph 17 hereof as well as any other computer needs of the Tender.

SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

Where Tenderer is required as a condition of SPECIFICATION

tender to supply such photography in terms of
 item 1, paragraph 14.2 hereof. The following
 minimum specifications will apply:

DESCRIPTION

Urban		Rural
Colour		Nice to have but panchromatic will suffice
Scale of negatives	1:10 000	n.a.
Off-nadir angle		0° - 15°
Digital format		Tiff or Mr. Sid with the applicable world file (*.tifw or *.sidw).
Projection		Transverse Mercator 29° East
Datum		WGS84
Accuracy	<= 1m	5m to 15m
Resolution	<= 0,25m	0,50m to 1,25m
Ground control	Yes	No
Ortho rectification	Yes	Yes
Mosaicing	Yes	Yes
Geo-referencing	Yes	Yes
Collection method	Aerial photography	Aerial photography or satellite imagery
Application	Suitable for capturing footprints of buildings and structures as well as broad land uses	Suitable for capturing broad land uses and identify position and approximate size of buildings and structures



RUSTENBURG LOCAL MUNICIPALITY

Cloud cover <5%

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

The Tenderer hereby nominates the following person to be designated by the Municipality in terms of section 33 (1) as the municipal valuer FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

Have you ever been disqualified as a valuer? If yes, full details and reasons to be supplied.

Have you been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuers Profession or other recognised professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER
----------------------	--------------------------	---------------------------	-----------	----------------

List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY
-------------------------	------------------	---------------------	--------------

Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO
----------------------	------------------------	----------------	----------

VALUATION BOARD HEARING EXPERIENCE



RUSTENBURG LOCAL MUNICIPALITY

Have you appeared in front of any valuation boards in terms of previous legislation? If yes, please provide the following information.

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING
-------------------------	------------------------	----------------------	-----------------

I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and severally with Tenderer to fulfil all obligations and requirements of this tender.

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me*

at _____ on theday of20____

—

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF
OATHS

Justice of Peace/Commissioner of Oaths

AFFIDAVIT, NOMINATION AND DECLARATION OF THE SUBSTITUTE MUNICIPAL VALUER



RUSTENBURG LOCAL MUNICIPALITY

The Tenderer hereby nominates the following person to be designated by the Municipality in terms of section 33 (1) as the municipal valuer FULL NAMES

I.D. NUMBER

PROFESSIONAL QUALIFICATIONS

PROFESSIONAL REGISTRATION NO

(Attach certified copy of certificate)

Have you ever been disqualified as a valuer? If yes, full details and reasons to be supplied.

.....

Have you been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuers Profession or other recognised professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

.....

WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS:

NAME OF MUNICIPALITY	PERIOD OF VALUATION ROLL	NO. OF PROPERTY IES ON ROLL	REFEREN CE	CONTACT NUMBER
-------------------------	-----------------------------------	--------------------------------------	---------------	-------------------

List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY
----------------------------	------------------	------------------------	--------------

Have you compiled any valuation rolls utilizing GIS and/or Aerial Photography? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO
-------------------------	---------------------------	-------------------	----------

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous legislation? If yes, please provide the following information.



RUSTENBURG LOCAL MUNICIPALITY

NAME OF
MUNICIPALITY

NAME OF
CHAIRPERSON

NAME OF
SECRETARY

DATE OF HEARING

I, The undersigned _____

do hereby make oath and say that :

The questionnaire has been completed by me in full.

I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and severally with Tenderer to fulfil all obligations and requirements of this tender.

Signed by me at _____ this _____ day _____ 20____

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

*I hereby certify that the deponent has acknowledged
that he/she knows and understands the contents of this
affidavit and that it was signed and sworn to before me
at _____ on theday of20____*

—

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF
OATHS

Justice of Peace/Commissioner of Oaths

COMPUTER SYSTEM

Tenderer to attach a detailed inventory of the current computer equipment owned by him as well as future computer needs necessary to comply with this tender. Tenderer may appoint a specialist to assist him to meet the computer and IT requirements to comply with this tender.

Where the Tenderer elects to employ a specialist organisation to assist him in regard to the computer requirements a proposal by such specialist must be attached hereto.



RUSTENBURG LOCAL MUNICIPALITY

Municipality reserves the right to appoint a duly qualified computer expert to check, verify and confirm that the computer equipment, system and other IT resources of the Tenderer, will adequately manage and cope with the requirements of this tender for the full duration of the tender.

Bidders must attach a business proposal on how services will be rendered.

Number of properties in the valuation roll:

Rate	SageRate	PrimsCurrentValue	PrimsRateCount
AGRICULTURAL	Agricultural	10134106000	3403
BLOCK VALUATION	Block Valuation	1530000	1
BUSINESS AND COMMERCIAL	Business and Commercial	12077075000	1711
EDUCATIONAL	Educational	236754000	36
INDUSTRIAL	Industrial	2782225000	583
MINING	Mining	855799000	467
MULTI PURPOSE : AGRICULTURAL	Multi Purpose: Agricultural	632325000	164
MULTI PURPOSE : BUSINESS	Multi Purpose: Business	1921575000	158
MULTI PURPOSE : EDUCATIONAL	Educational	326700000	10
MULTI PURPOSE : INDUSTRIAL	Multi Purpose: Industrial	16650000	2
MULTI PURPOSE : MINING	Multi Purpose: Mining	202171000	31
MULTI PURPOSE : MUNICIPAL	Multi Purpose: Municipal	112241000	6
MULTI PURPOSE : PSI	Multi Purpose: Psi	43000	4
MULTI PURPOSE : PSP	Multi Purpose: State-Owned	224620000	36
MULTI PURPOSE : RELIGIOUS	Multi Purpose: Religious	25050000	8
MULTI PURPOSE : RESIDENTIAL	Multi Purpose: Residential	255904000	62
MUNICIPAL	Municipal	1167040000	969
PLACE OF WORSHIP	Place Of Worship	503521000	163
PRIVATE OPEN SPACE	Private Open Space	15576000	25
PRIVATE OWNED TOWNSHIP	Private Owned Township	684107129	482
PRIVATE ROAD	Private Road	4409000	101
PUBLIC BENEFIT ORGANIZATION	Public Benefit Owned With Specified Use	306092000	155
PUBLIC OPEN SPACE	Public Open Space	16269000	29
PUBLIC SERVICE INFRASTRUCTURE	Public Service Infrastructure	645453000	488
PUBLIC SERVICE PURPOSE	Owned By An Organ Of State And For Public Service	2321172000	110



RUSTENBURG LOCAL MUNICIPALITY

RESIDENTIAL	Residential	39864537156.616	69881
RESIDENTIAL SECTIONAL TITLE	Residential	20850000	22
RESIDENTIAL SECTIONAL TITLE	Residential Sectional Title	8470840400	11463
RESIDENTIAL VACANT	Vacant Land	2359920000	11727
SECTIONAL TITLE GARAGE	Residential Sectional Title	38328000	137
VACANT	Vacant Land	302952000	2313

104747



RUSTENBURG LOCAL MUNICIPALITY

FUNCTIONALITY

RLM/BTO/0163/2024/25 -APPOINTMENT OF A QUALIFIED MUNICIPAL VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL FROM 01 MAY 2025 TO 30 JUNE 2031.

FUNCTIONALITY



RUSTENBURG LOCAL MUNICIPALITY

NB: For a bidder to qualify, it is a requirement for a prospective bidder to score a minimum of 70 out of 100 points for functionality.

Values: 1 = Poor, 3 = Good, 5 = Excellent

Rustenburg Local Municipality reserves the right to verify all the information provided.

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
1.	1. Company experience: Experience of the company on the compilation of the general valuation roll or supplementary valuation roll. (Bidder must demonstrate experience in executing similar projects by providing both certified copies of appointment letters and reference letters)	30			Appointment letters and signed reference letters with the value or rates of the project in government or public sector. Reference must be from legally Registered Entities with the following, Value of Contract, Period of Contract, Type of service, must be on a letterhead of the institution that awarded the bid.
	7 years and above appointment and reference letters (Value = 05)				
	4 – 6 years appointment and reference letters (Value = 03)				
	1 – 3 years appointment and reference letters (Value = 01)				
2.	Key Personnel: with experience on similar or related project				Attach certified copies of qualifications (minimum NQF level 7) in Property Valuation or Higher (Registered as a professional valuer or Professional Associated Valuer (Registered with SACVP- Attach Certificate)
2.1	Municipal Valuer				
2.1.1	Qualifications	15			
	Municipal Valuer with NQF Level 7 or above (Value – 5)				
	Municipal Valuer with NQF Level 6 (Value=3)				
	Municipal Valuer with NQF Level 5 or less (Value=1)				



RUSTENBURG LOCAL MUNICIPALITY

2.1.2 Experience		15			Attach a 3-page comprehensive CV detailing related experience
	Municipal Valuer with 10 years' experience or above (Value=5)				
	Municipal Valuer with 7 – 9 years' experience (Value=3)				
	Municipal Valuer with 6 years' experience or less (Value=1)				
2.2 Assistant Municipal Valuer					
2.2.1 Qualifications		10			Attach certified copies of qualifications (minimum NQF level 6) in Property Valuation or Higher (Professional valuer, a Professional associated valuer or a candidate valuer)
	Assistant Municipal Valuer with NQF Level 7 or above (Value – 5)				
	Assistant Municipal Valuer with 6 (Value=3)				
	Assistant Municipal Valuer with 5 or less (Value=1)				
2.2.2 Experience		10			
	Assistant Municipal Valuer with 7 years' experience or above (Value=5)				
	Assistant Municipal Valuer with 4 – 6 years' experience (Value=3)				
	Assistant Municipal Valuer with 3 years' experience or less (Value=1)				



RUSTENBURG LOCAL MUNICIPALITY

2.3 GIS Specialist				Attach certified copies of qualifications (minimum NQF level 6) in GIS and a 3-page comprehensive CV detailing related experience	
2.3.1 Qualifications		10			
	GIS Specialist with NQF Level 6 or above (Value – 5)				
	GIS Specialist with NQF Level 5 (Value=3)				
	GIS Specialist with NQF Level 4 or less (Value=1)				
2.3.2 Experience		10			
	GIS Specialist with 7 years' experience or above (Value=5)				
	GIS Specialist with 4 – 6 years' experience (Value=3)				
	GIS Specialist with 3 years' experience or less (Value=1)				
		100			

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad}{500} \times 100 =$$

NB: No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.



RUSTENBURG LOCAL MUNICIPALITY

AUTHORITY FOR SIGNATORY

**RLM/BTO/0163/2024/25 .APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAITENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By resolution taken at a meeting held on the day of (month).....2025 resolved to authorise

..... holder of ID number to sign all the documents on
behalf of the company.

Print name of authorised representative:

Signature:



RUSTENBURG LOCAL MUNICIPALITY

NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.



RUSTENBURG LOCAL MUNICIPALITY

MBD 1 INVITATION TO BID

**RLM/BTO/0163/2024/25 .APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAITENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

**PART A
MBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/BTO/0163/2024/25	CLOSING DATE:	25 MARCH 2025	CLOSING TIME:	10H00
COMPULSORY BRIEFING SESSION 04 MARCH 2025 @10H00, RUSTENBURG LOCAL MUNICIPALITY OFFICES					
DESCRIPTION	APPOINTMENT OF A QUALIFIED MUNICIPAL VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL FROM 01 MAY 2025 TO 30 JUNE 2031.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

RUSTENBURG LOCAL MUNICIPALITY				
MISSIONARY MPHENI HOUSE				
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:



RUSTENBURG LOCAL MUNICIPALITY

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Ms. B. Faku
CONTACT PERSON	Ms. N Kiet	TELEPHONE NUMBER	014 590 3476
TELEPHONE NUMBER	014 590 3633	E-MAIL ADDRESS	bfaku@rustenburg.gov.za
E-MAIL ADDRESS	nkiet@rustenburg.gov.za		



RUSTENBURG LOCAL MUNICIPALITY

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN	
1.3. THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS: (BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER)	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



RUSTENBURG LOCAL MUNICIPALITY

MBD 3.1 PRICING SCHEDULE

**RLM/BTO/0163/2024/25 .APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAITENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

**PART A
MBD 3.1**

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time	Closing date.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- | | | |
|---|--|--------------------------|
| - | Required by: | |
| - | At: | |
| | | |
| - | Brand and model | |
| - | Country of origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| | | *Delivery: Firm/not firm |
| - | Delivery basis | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.



RUSTENBURG LOCAL MUNICIPALITY

PRICING SCHEDULE

RLM/BTO/0163/2024/25 .APPOINTMENT OF A QUALIFIED MUNICIPAL VALUERS FOR THE COMPILATION AND MAITENANCE OF THE VALUATION ROLL FROM 01 MAY 2025 TO 30 JUNE 2031.



RUSTENBURG LOCAL MUNICIPALITY

PRICING SCHEDULE

NO.	DESCRIPTION	PRICING METHOD	RATE FOR THE ENTIRE VALUATION ROLL INCLUSIVE OF VAT
1.	Compilation of the General Valuation Roll	Fixed fee	R
NO.	DESCRIPTION		RATE INCLUSIVE OF VAT PER ENTRY
2.	Compilation of the supplementary valuation roll through interims	Fixed fee	R
3.	Ad hoc valuations requests	Fixed fee	R
4.	Objections to the valuation roll	Fixed fee	R
5.	Valuation Appeal Board hearings – Preparations and consultations with professionals appointed by the Municipality for specific appeals	Per hour	R
6.	Valuation Appeal Board hearings – attendance per day	Per day	R
7.	Valuations other than for rating purposes	Fixed fee	R
8.	Consultations	Per hour	R
9.	Valuation enquiries	Fixed fee	R
10.	Generating and sending the following documents to the property owners: 1. Section 78 letters 2. Section 49 letters	Per letter	R
11.	Binding of the valuation roll	Per copy	R
12.	Travelling expenses for valuations and consultations other than for rating and for supplementary valuations where the entry option has been chosen by the municipality.	State tariffs to be applied	R
13.	Disbursements expenses for valuations and consultations other than for rating and for supplementary valuations where the entry option has been chosen by the municipality.	State tariff to be applied	R
14.	Meeting preparation per hour.	Per hour	R

NB – The municipality will only accept the above BOQ

The municipality does not pay for request for reasons, as the municipality already paid for the compilation of the roll as well as the objection.



RUSTENBURG LOCAL MUNICIPALITY

VALUATION ROLL INVOICE PAYMENT STAGES

No.	Details	Percentage
1.	Data collection (payable in monthly instalments)	20%
2.	Valuation compilation (payable in monthly instalments)	10%
3.	Submission of the draft valuation roll	10%
4.	After submission of the certified roll to the municipality	20%
5.	Objection process and completion of reasons	10%
6.	Hearings Valuation Appeal Board (At conclusion of the hearings or if the date of the Appeal Board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission)	10%
7.	Submission of data to the municipality and the issuing of final delivery certificate by the Municipality (Payable on completion)	20%



RUSTENBURG LOCAL MUNICIPALITY

MBD 4 DECLARATION OF INTEREST

**RLM/BTO/0163/2024/25 .APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAITENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state.

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1. Full Name of bidder or his or her representative:

2.2. Identity Number:

2.3. Position occupied in the Company (director, trustee, shareholder²):

2.4. Company Registration Number:

2.5. Tax Reference Number:

2.6. VAT Registration Number.....

2.7. Personal Reference Tax Number.....

- 2.7.1. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.8. Are you presently in the service of the state?

(Tick applicable box)



RUSTENBURG LOCAL MUNICIPALITY

YES		NO	
-----	--	----	--

2.8.1. If yes, furnish particulars.

.....

¹MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

2.9. Have you been in the service of the state for the past twelve months?

(Tick applicable box)

YES		NO	
-----	--	----	--

2.9.1. If yes, furnish particulars.....

.....

2.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

YES		NO	
-----	--	----	--

2.10.1. If yes, furnish particulars.....

.....

2.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)



RUSTENBURG LOCAL MUNICIPALITY

YES		NO	
-----	--	----	--

2.11.1. If yes, furnish particulars.....

2.12. Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?

(Tick applicable box)

YES		NO	
-----	--	----	--

2.12.1. If yes, furnish particulars.....

.....

2.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

YES		NO	
-----	--	----	--

2.13.1. If yes, furnish particulars.....

.....

2.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

YES		NO	
-----	--	----	--

2.14.1. If yes, furnish particulars.....

.....



RUSTENBURG LOCAL MUNICIPALITY

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number	Signature

NB: THE TABLE ABOVE IS TO BE FILLED IF THE COMPANY HAS MORE THAN ONE DIRECTOR.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

**RLM/BTO/0163/2024/25 -APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAITENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

MBD 5
DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

☐ *YES ☐ NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

☐ *YES ☐ NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

☐ *YES ☐ NO

3.1 If yes, furnish particulars

.....

.....



RUSTENBURG LOCAL MUNICIPALITY

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO
------	----

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

..... 2025
Date



RUSTENBURG LOCAL MUNICIPALITY

MBD 6.1 PREFERENCE POINTS CLAIM FORM

**RLM/BTO/0163/2024/25 .APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAITENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS



RUSTENBURG LOCAL MUNICIPALITY

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or **90/10**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender



RUSTENBURG LOCAL MUNICIPALITY

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



RUSTENBURG LOCAL MUNICIPALITY

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: "The tenderer must indicate how they claim points for each preference point system. Points claimed will be verified by RLM using the CSD Report, and preference points will be allocated accordingly. Bidders who fail to complete the table below will NOT be disqualified BUT will not be allocated preference points.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction	2	4			Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	2	4			Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	1	2			Valid Sworn Affidavit
Persons with Disability	1	2			Disability verification letter
Youth	2	4			Certified ID copy
Women	1	2			Certified ID copy
SMME's	1	2			Company registration
Total	10	20			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety



RUSTENBURG LOCAL MUNICIPALITY

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:



RUSTENBURG LOCAL MUNICIPALITY

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**RLM/BTO/0163/2024/25 -APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAINTENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all the bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		



RUSTENBURG LOCAL MUNICIPALITY

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		



RUSTENBURG LOCAL MUNICIPALITY

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD
THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

**RLM/BTO/0163/2024/25 .APPOINTMENT OF A QUALIFIED
MUNICIPAL VALUERS FOR THE COMPILATION AND
MAITENANCE OF THE VALUATION ROLL FROM 01 MAY
2025 TO 30 JUNE 2031.**



RUSTENBURG LOCAL MUNICIPALITY

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete. I, the undersigned, in submitting the accompanying bid: **RLM/BTO/0163/2024/25 -APPOINTMENT OF A QUALIFIED MUNICIPAL VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL FROM 01 MAY 2025 TO 30 JUNE 2031.**

(Bid Number and Description) in response to the invitation for the bid made by:

RUSTENBURG LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder): Bidders are required to fill in the name of their company in the space provided above.

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;



RUSTENBURG LOCAL MUNICIPALITY

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting



RUSTENBURG LOCAL MUNICIPALITY

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

RLM/BTO/0163/2024/25 -APPOINTMENT OF A QUALIFIED MUNICIPAL VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL FROM 01 MAY 2025 TO 30 JUNE 2031.



RUSTENBURG LOCAL MUNICIPALITY

GENERAL CONDITIONS OF THE CONTRACT
(NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices



RUSTENBURG LOCAL MUNICIPALITY

General Conditions of Contract

1. Definitions: 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.



RUSTENBURG LOCAL MUNICIPALITY

- 1.14“GCC” means the General Conditions of Contract.
- 1.15“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17“Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20“Project site,” where applicable, means the place indicated in bidding documents.
- 1.21“Purchaser” means the organization purchasing the goods.
- 1.22“Republic” means the Republic of South Africa.
- 1.23“SCC” means the Special Conditions of Contract.
- 1.24“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25“Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26“Tort” means in breach of contract.
- 1.27“Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28“Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.



RUSTENBURG LOCAL MUNICIPALITY

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.



RUSTENBURG LOCAL MUNICIPALITY

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.



RUSTENBURG LOCAL MUNICIPALITY

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:



RUSTENBURG LOCAL MUNICIPALITY

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices



RUSTENBURG LOCAL MUNICIPALITY

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's delivery and/or performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.



RUSTENBURG LOCAL MUNICIPALITY

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.



RUSTENBURG LOCAL MUNICIPALITY

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.



RUSTENBURG LOCAL MUNICIPALITY

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.



RUSTENBURG LOCAL MUNICIPALITY

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.