

SECTION 2.1: SPECIFICATIONS

TERMS OF REFERENCE FOR THE COMPILATION OF A CAPITAL EXPENDITURE FRAMEWORK FOR HESSEQUA LOCAL MUNICIPALITY AS A CORE COMPONENT OF THE SPATIAL DEVELOPMENT FRAMEWORK AND INTEGRATED DEVELOPMENT PLAN

1. PURPOSE

The Hessequa Local Municipality (HLM) wishes to appoint a Service Provider (SP) to undertake the compilation of the Hessequa Municipality Capital Expenditure Framework in terms of the Spatial Planning & Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA). This compilation will adhere to the **standards and best practices outlined in the DLRRD 2025 Guide to Preparing Capital Expenditure Frameworks**. The CEF is essential for HLM to strategically plan, prioritise, and implement infrastructure expenditures that align with its spatial planning objectives and ensure a clear investment pathway for the implementation of the MSDF. The Status Quo document and Spatial Development Framework have already been completed.

Whilst a "capital investment framework" has been a requirement of Municipal Spatial Development Framework's (MSDF's) since 2001, as set out in the Municipal Planning & Performance Management Regulations (2001), it is only with the advent of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) ('SPLUMA') that increased focus has been placed on the need for municipalities to develop Capital Expenditure Framework's (CEF's) as part of their council-approved MSDF's.

Section 21(n) of the SPLUMA requires municipalities to develop Capital Expenditure Frameworks (CEF) as a key component of their Spatial Development Frameworks (SDF). Specifically, section 21(n) states that *a municipal spatial development framework must – determine a capital expenditure framework for the municipality's development programmes, depicted spatially.*

The CEF is a planning tool that aims to ensure that capital infrastructure planning and municipal budgeting is aligned to the spatial strategies and proposals set out in the MSDF. Specifically, the outcome of a CEF process will be a 10-year capital portfolio of infrastructure investments that are prioritised according to the municipality's spatial, engineering, and financial objectives; affordable to the municipality; and spatially aligned to the MSDF. The implementation of this portfolio of infrastructure investments will assist the municipality in achieving the implementation of the MSDF, inclusive of spatial transformation.

This scope of work is aligned to the approach in the DLRRD 2025 Guide to Preparing Capital Expenditure Frameworks.

2. INTRODUCTION

- 2.1 Hessequa Local Municipality (HLM) is located in Garden Route District Municipality. The larger towns in this Municipality include Riversdale, Heidelberg, Albertinia and Stillbaai. The other smaller towns include Jongensfontein, Melkhoutfontein, Slangrivier, Vermaaklikheid, Garcia and Witsand.

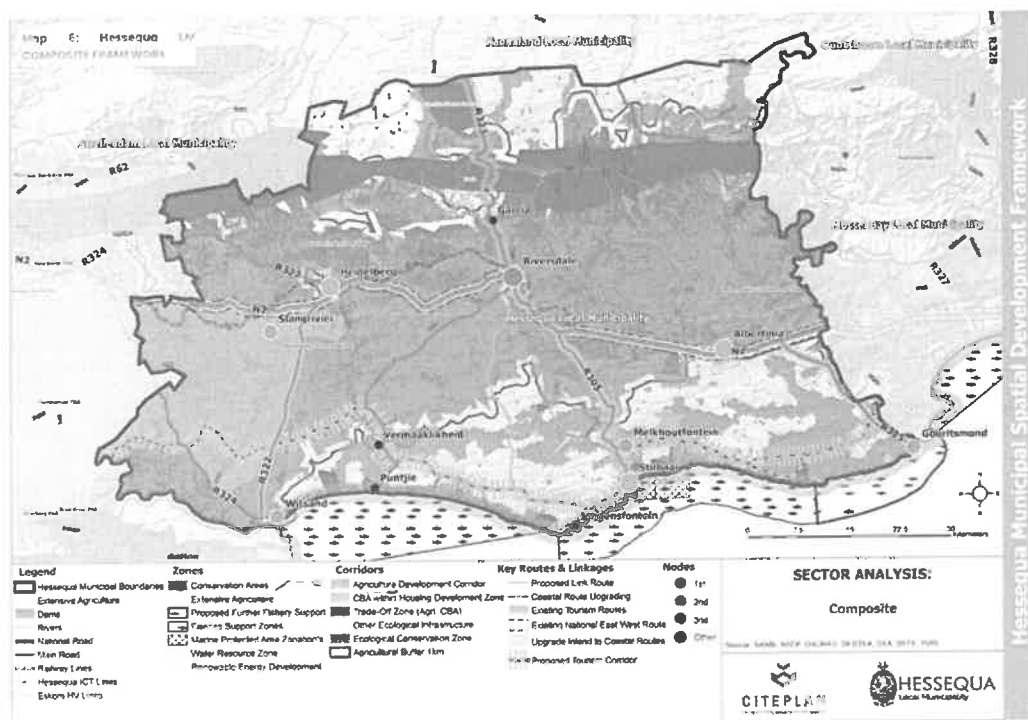


Figure 1: Hessequa MSDF, 2025

- 2.2 The current MSDF was adopted in 2025 by Council and it is *aligned with the 5-year term of the IDP 2022-2027. There are aspects that are already addressed to develop a CEF such as growth projections, demand quantification for the Town Development Plans.* Furthermore, the Hessequa LTFP has been developed to inform the 2025/26 MTREF Budget.
- 2.3 The MSDF focused on updating the current town development proposals where required, updating policies, guidance and proposals and the implementation plan in so far as this is impacted on by the update to the status quo information and strengthening the Capital Expenditure Framework and Implementation Plan, including Monitoring and Evaluation of the implementation of the MSDF. *But this tender will only be for the developing of a (CEF) and updating the Implementation Plan.*

3. PROJECT DESCRIPTION

- 3.1 The CEF must apply the Development principles set out in section 21 of the SPLUMA and meet the minimum content requirements as set out in the following resources:

The CEF must align with the DLRRD 2025 Guide's standard content and structure.

- 3.2 The CEF must consist of the following sections:

- i. Introduction: Purpose, Background, and Process followed to compile the CEF.
- ii. Policy Context: A comprehensive review of the legislative and policy landscape governing municipal planning, budgeting, infrastructure development, and CEFs, demonstrating alignment with the DLRRD 2025 Guide's Part B: Research.

Initials of Service Provider's Authority:

- iii. **Population Component:** An accurate, spatially-detailed socio-economic profile of the municipality, enabling population forecasts that inform anticipated service needs and ensuring infrastructure projects are aligned with current realities and projected growth patterns. Note: Insofar as this section is already completed in the MSDF, the service provider will not be expected to repeat this work but rather draw it across from the MSDF.
 - iv. **Functional Area Component:** A comprehensive, 'wall-to-wall' delineation of the municipal area into functional areas based on homogeneity in developmental characteristics and service demand, providing a spatial perspective to prioritisation. Note: Insofar as this section is already completed in the MSDF, the service provider will not be expected to repeat this work but rather draw it across from the MSDF.
 - v. **Capital Demand Component:** A structured estimation and understanding of the infrastructure requirements necessary to meet service delivery goals, across backlogs, asset renewal, and growth needs. **Crucially, the Service Provider must make use of the existing demand quantification and projections from the 2025 MSDF and enhance or translate these as required, as this work has already been substantially addressed.**
 - vi. **Portfolio of Projects Component:** A comprehensive aggregation of all capital project needs identified across the municipality, consolidating demands from various master plans, maintenance strategies, and other planning sources.
 - vii. **Prioritisation Component:** A systematic evaluation and ranking of infrastructure projects to align them with strategic, social, economic, environmental, financial, spatial, and technical objectives, providing input to the budget scenario.
 - viii. **Budget Scenario Component:** A structured planning tool to align prioritised capital projects with available financial resources over a defined 10-year planning horizon, integrating inputs from project prioritisation, capital demand assessments, and roll-over commitments. **It is important to note that the development or updating of the Long-Term Financial Plan (LTFP) and Long-Term Financial Strategy (LTFS) is not required from the Service Provider, as these have already been achieved and will inform the CEF's financial planning. The CEF must be informed by the Hessequa LTFP capital affordability envelope.**
 - ix. **Updated Implementation Framework:** Setting out the Capital Expenditure Framework (CEF), as well as an Implementation Plan which should include implementation targets and monitoring and evaluation requirements in line with section 21(p) of SPLUMA. This component establishes the roadmap for executing prioritised CEF projects by structuring a sequenced, 10-year project pipeline aligned with municipal realities and financial capacity.
- 3.3 The CEF must align with the HESSEQUA LOCAL MUNICIPALITY Integrated Development Plan, 2025 as well as the National Spatial Development Framework, the Western Cape Provincial Development Framework, the Garden Route District SDF and neighbouring Municipal SDFs and the 2025 Hessequa Spatial Development Framework.
 - 3.4 As stated above, the emphasis with the compilation of this CEF should be on making use of the latest MSDF, ensuring alignment with current plans, and on further development of the CEF and Implementation Plans, as well as addressing any gaps that may have been identified in the 2025 MSDF. To achieve this, most of the work should be on developing the CEF Consolidated Portfolio of Capital Projects and prioritizing, sequencing and aligning to the 2025 MSDF and Hessequa LTFP capital affordability envelope.

4. PROJECT DELIVERABLES

4.1 Project Initiation

- 4.1.1 The planning process will commence with the appointment of the Service Provider who is required to prepare a detailed Project Plan and Programme, in an Inception Report.

- 4.1.2 The Inception Report will outline phasing and deliverables linked to delivery dates and invoicing, mutually agreed upon as per the Project Plan.
- 4.1.3 The Inception Report should consist of the following:
- a) A comprehensive Project Plan sanctioned by the Project Committee (PC) in line with the DLRRD CEF guidelines related to phasing and deliverables prepared. This should include meeting the various requirements as set out in this Terms of Reference, bearing in mind the project time frame. The Project Plan should outline the various reports or deliverables to be produced, the delivery dates and all planned meetings and workshops. Internal comment periods for draft documents should also be specified. The comprehensive Project Plan should be in line with the Bid submitted.
 - b) A schedule of payment indicating tasks and deliverables as per the Project Plan.
 - c) Confirmation of the Service Provider's project team.
- 4.1.4 The Inception Report should be submitted to the PC within 14 days of appointment.

4.2 CEF Deliverables

- 4.2.1 The deliverables must be submitted to the municipality on completion as per the timeframes outlined in the comprehensive Project Plan. The deliverables should include the following:
- a) A draft CEF report to be submitted to Council for consideration and approval. Specifically in relation to the project prioritization criteria.
 - b) Schedule of internal comments received on the draft CEF and responding statements on how these comments are addressed in the final CEF document.
 - c) An executive summary of the final Draft CEF which is suitable for inclusion in the IDP document.
- 4.2.2 Capital Expenditure Framework
- a) Section (21) (n) of the Spatial Planning and Land Use Management Act, No.16 of 2013 (SPLUMA) provides for all municipalities to develop a CEF as a key component of their Spatial Development Frameworks (MSDF). This requirement is reinforced by the Municipal Systems Act, 2000 (Act 32 of 2000).
 - b) A Capital Expenditure Framework is a single, consolidated overview of the municipal infrastructure, assets, and built environment needs over the long term (10 to 20-year planning horizon) that also considers how these needs will be financed and what their financial impact will be on the municipality's financial sustainability. Importantly, the nature and location of the proposed infrastructure investments must originate from and give expression to the spatial strategies, development proposals and development objectives set out in the MSDF.
 - c) The CEF is a tool that aims to bridge the implementation gap between MSDF's, infrastructure planning, and financial planning and budgeting processes. In so doing, it strives to establish a realistic understanding of the affordability levels of the municipalities whilst putting in place a clear investment pathway to facilitate the implementation of the MSDF proposals, by prioritising infrastructure investments that best articulate the spatial vision and strategies that the MSDF seeks to achieve.
 - d) CEF's present an opportunity to put in place a clear inter-governmental pipeline of investment that will empower municipalities to understand whether, year-on-year, their budgets are implementing their plans.
 - e) Importantly, it will also provide prospective public and private sector partners and investors with a clear view of what investments are required in the municipal area.
 - f) This will also better position the municipality to leverage grants and other funding sources in the future.

4.2.3 GIS / Mapping Component

To support the spatial alignment and visualisation of the Capital Expenditure Framework (CEF), the Service Provider must deliver a comprehensive GIS-based mapping component. This component must:

- a) Spatially depict all prioritised capital projects across the municipal area, aligned with the MSDF spatial strategies and functional area delineations.
- b) Integrate existing spatial datasets from the MSDF, infrastructure master plans, and other relevant sources to ensure consistency and accuracy.

- c) Develop new spatial layers where necessary to represent capital demand, project prioritisation, and implementation sequencing.
- d) Provide interactive GIS outputs that allow for filtering by project type, functional area, implementation phase, and budget scenario.
- e) Ensure compatibility with the Municipality's GIS platform, including delivery of all spatial data in ESRI-compatible formats (e.g. shapefiles, geodatabases).
- f) Include metadata documentation for all spatial datasets, detailing data sources, creation methods, and update protocols.
- g) Deliver a GIS Map Book (in electronic PDF format) summarising key spatial outputs, including:
 - Functional Area Map
 - Capital Demand Distribution Map
 - Prioritised Project Locations Map
 - Implementation Timeline Map (10-year horizon)
 - Budget Scenario Spatial Overlay Map

4.3 Other Services

The Service Provider will be required to provide the following services associated with the process of preparing the deliverables:

- a) Attendance of project management meetings
- b) Preparation of monthly progress reports
- c) Scheduling of Project Committee meetings
- d) Attendance and preparation of Project Committee meeting Attendance Registers, Agendas and Minutes
- e) Preparing an overview presentation on the draft CEF for the purposes of briefing Council

4.4 Project Close-Out

On completion of the project, the Service Provider must prepare a Project Close-Out Report including:

- a) An overview of the process followed.
- b) An outline of the portfolio of deliverables and evidence submitted.
- c) Any areas of concern that were not addressed in the CEF compilation, the reasons for this and recommendations on how to take forward.

4.5 Key Outputs of the Project

The key outputs of the assignment include, and will be developed with consideration to the **Minimum, Enhanced, and Advanced Requirements for each component as detailed in the DLRRD 2025 Guide:**

- 1) **Information Gathering Stage and Development of a Comprehensive List of Infrastructure Projects based on engineering master and sector plans:** To list all infrastructure projects derived from all infrastructure master plans, sectors plans, the MSDF and other infrastructure planning sources into a single consolidated table indicating infrastructure needs, wants and interdependencies per functional area over at least a 10-year period.
- 2) **Population Component Output (Socio-Economic Profile):** A comprehensive socio-economic profile providing an accurate, spatially-detailed baseline of demographic dynamics, infrastructure demands, and service delivery needs, supporting evidence-based planning and sustainable infrastructure development. Note: Insofar as this section is already completed in the MSDF, the service provider will not be expected to repeat this work but rather draw it across from the MSDF, for completeness.
- 3) **Functional Area Component Output (Spatial Delineation):** A clear delineation of functional areas across the municipal area, based on homogeneity in developmental characteristics and service demand, serving as a foundation for spatial targeting and optimising capital expenditure identification. Note: Insofar as this section is already completed

in the MSDF, the service provider will not be expected to repeat this work but rather draw it across from the MSDF, for completeness.

- 4) **Infrastructure Demand Quantification Output:** Leveraging the existing demand quantification and projections from the 2025 MSDF, the Service Provider shall enhance and translate these into detailed implications per functional area, cross-checked with the municipality's infrastructure master plans. This output will specify infrastructure requirements for backlogs, asset renewal, and growth needs over the CEF planning horizon. This articulation of the growth plan will need to be further cross checked with the municipality's infrastructure master and categorized per functional area.
- 5) **Consolidated Portfolio of Infrastructure Projects Output:** Development of a clear prioritisation rationale and methodology for infrastructure projects, resulting in a ranked list of capital projects that are strategically aligned with the municipality's goals and responsive to needs. This prioritised programme will define a 10-year schedule, informed by the municipal spatial vision and demand quantification.
- 6) **Long-Term Financial Plan and Long Terms Financial Strategy:** It is explicitly not necessary for the Service Provider to develop or update the Hessequa LTFP or LTFS, as these have already been achieved and updated to inform the 2025/26 MTREF Budget. The CEF's Budget Scenario and Prioritisation outputs must be informed by the funding mix and forecasts of the existing LTFP and LTFS, ensuring alignment with the Hessequa LTFP capital affordability envelope. The Service Provider will integrate these existing financial frameworks to ensure fiscal sustainability in the CEF. Anything the CEF excludes as part of its prioritization can be re-modelled in the LTFP and likewise, the CEF must be informed by the funding mix and forecasts of the LTFP.
- 7) **Budget Scenario Output:** A structured 10-year project-based expenditure programme derived from a 'what-if' analysis, aligning prioritised projects with the available financial resources as determined by the Long-Term Financial Model (LTFM) within the existing LTFP. This output ensures the capital expenditure programme is realistic, strategically aligned, and sustainable.
- 8) **Prioritised Capital Expenditure Programme and Implementation Plan Output:** the infrastructure required to implement the MSDF and supporting sector plans is brought together and integrated into a sequenced portfolio and then, in this step, prioritised based on a set of criteria defined within the process to develop a CEF in order to define a 10-year programme that should be implemented through the MTREF and inform future Long Term Financial Planning. The prioritised municipal capital expenditure programme should be linked to the spatial vision, demand quantification, and LTFS. The product and tables that are developed for the 10-year programme should be structured in such a way that it will assist the municipality in project identification in the integrated development planning process, programme and project prioritisation, capital expenditure budgeting, and implementation monitoring, and must be provided to the municipality in excel format and or any other format agreed upon by the PC.
- 9) **The Implementation Plan Output** will include an updated and comprehensive Implementation Plan outlining the roadmap for executing prioritised CEF projects, structured as a sequenced, 10-year project pipeline. This plan will include detailed implementation targets and monitoring and evaluation requirements, aligning with SPLUMA section 21(p). This output will support ongoing monitoring of progress and adherence to CEF objectives

4.6 Activities

The primary scope of this assignment is the preparation of a Capital Expenditure Framework and is informed by the requirements for the preparation of a CEF as per the "DLRRD Guideline to Preparing a Capital Expenditure Framework". To achieve the desired outcomes of this assignment, to meet the objectives set out above, parts of the following phases will be undertaken, where required and as determined by the above section 4.5 Key Outputs of the Project, as shown in the method diagram below (Figure 2).



Figure 2: A phased method for the development of a CEF (DLRRD, 2025)

5. TECHNICAL SPECIFICATIONS FOR DELIVERABLES

Detailed specifications for the final draft CEF deliverable are as follows:

- a) Electronic copies of the final CEF reports in Microsoft Word and in Adobe PDF format;
- b) An electronic copy of all agendas, minutes and attendance registers of all meetings, consultations, engagements etc. held pertaining to the project;
- c) All presentations in original and pdf format and/or other material presented during all stages of the CEF drafting process;
- d) The reports and other written documents generated and submitted to the municipality for consideration shall be prepared and submitted in MS Word or Excel or any other format deemed necessary by the PC;
- e) The final CEF shall be proofread, and copy edited by the Service Provider; and
- f) An electronic Portfolio of Evidence consisting of all of the above, including documentation set out in 4.3.

6. REPORTING AND MEETINGS

- 6.1 The appointed Service Provider will report to the Manager: Spatial and Economic Development at the HESSEQUA LOCAL MUNICIPALITY.
- 6.2 A Project Committee (PC) will be established between the Municipality, the Service Provider, a nominated planner of the Western Cape Government, Department of Environmental Affairs and Development Planning (DEA&DP), and any other stakeholders that these parties deem relevant;
- 6.3 The PC will monitor the progress of the project and will actively participate in it. At the PC meetings issues will be discussed, proposals debated, and direction of the project will be determined;
- 6.4 The PC will meet on a monthly basis (or as otherwise mutually agreed) to discuss administrative matters to ensure effective service delivery and adherence to contractually agreed to project timelines and deliverables;
- 6.5 Should no PC meeting be held, the Service Provider will still be required to submit the monthly project progress report to the Manager Spatial Planning and Economic Development at the Municipality;
- 6.6 Members of the PC will ensure that all relevant available information pertaining to their functionality is made available to the PC within reasonable timeframes; and
- 6.7 The minimum engagements/meetings are summarized as follows:

Meetings / Engagements	Estimated number of engagements/ meetings	Approximate number of hours per engagement / meeting	Who from the Consulting Team must attend
Project Committee (PC)	6	2 (x6)	At least Service Provider's Project Manager

Council's Planning Portfolio Representatives and other Councilors	1	1 (x3)	At least Service Provider's Project Manager
Presentations (Mayco and Council)	1	1 (x2)	At least Service Provider's Project Manager
TOTAL	8	17	

6.8 General arrangements applicable to the above-mentioned meetings are as follows:

- a) The venue for Project Committee Meetings will be decided upon by the Municipality. It is anticipated that 80% of these meetings should be largely virtual whilst the remaining 20% should be in person as decided upon by the PC;
- b) The Service Provider will be responsible for preparing the draft Invitation and Agenda for all meetings and the Manager: Spatial and Economic Development will assist in extending the invitations to participants to attend the relevant meetings and the distribution of the minutes; and
- c) The Service Provider shall be responsible for the taking and drafting of minutes of all meetings and compiling the attendance registers.

6.9 HESSEQUA LOCAL MUNICIPALITY will be responsible for any publications / advertisements and associated costs related to the CEF only if applicable.

7. COMPETENCIES OF THE SERVICE PROVIDER

7.1 A multi-disciplinary professional project team is required.

7.2 The Service Provider must have sound knowledge and vast experience in similar types of projects in the following specialist fields: spatial planning, project management, municipal finance and civil engineering for the purposes of preparing the CEF.

7.3 The project manager could be a Municipal Financial Planning Specialist.

7.4 Other than the project manager, the successful service provider's professional team could consist of the following practitioners:

- a) A Professional Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA); and
- b) A Municipal Financial Planning Specialist– Minimum B-degree in finance.

7.5 If any project team member is to be replaced after the submission of the tender, it will only be acceptable by written agreement of the Municipality.

7.6 Service providers may have to employ other professionals to execute activities which require specific expertise. However, the successful Service Provider is still responsible for the delivery and quality control of all services and the Municipality will not be bound by separate third-party agreements.

7.8 **Declaration of Interest:** Service Providers must declare **ANY FORM of interest** in the project or other projects that may be construed (by the municipality, other applicants or interested and affected parties) as having an impact on the envisaged outcomes of this bid. Failure to declare any such interest could result in the cancellation of the bid by the Municipality. See attached declaration form.

8. RESPONSIBILITY OF THE SERVICE PROVIDER

The following broad roles and responsibilities apply to the Service Provider for the duration of this project:

- a) Full management of the project and its deliverables, including any sub-deliverables quoted for by the Service Provider in their bid;
- b) To serve on the Project Committee appointed and lead discussions relating to the CEF in accordance with an agenda;
- c) To present detailed monthly project progress reports at PC meetings;
- d) Facilitation of workshops with officials and councillors, as required, to ensure all parties are well informed and contribute the CEF preparation process;
- e) The project manager from the Service Provider team will be required to be present at all meetings unless otherwise agreed upon by the PC.
- f) Preparing the draft invitations and agendas to all meetings;
- g) The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event; and
- h) Presentations to the relevant Municipal Portfolio Committee(s) as well as Council.

9. RESPONSIBILITY OF THE MUNICIPALITY

The following broad roles and responsibilities apply to the Municipality during the duration of this project:

- a) Contractual and financial control;
- b) Project leadership;
- c) Acceptance of all project deliverables;
- d) Provide comment, technical assessment and vetting of all draft products;
- e) Assist the Service Provider with the organisation of all structured meetings;
- f) Assist the with logistical arrangements including invitations, booking of venues and communication of timeslots when required for in person meetings;
- g) Assist the Service Provider with the copying of documents as may be necessary prior to and after meetings and any workshops; and
- h) Any aspect that may arise during the execution of the project and agreed upon by both parties.

10. PROJECT OR CONTRACT PERIOD

The timeframe envisaged for the duration of the project is approximately 7 months from the date of appointment. Ideally the time schedule for the project needs to coincide with the Municipal financial year 2025/26. It is expected of the Service Provider to ensure that sub-contractors/partners in the project adhere to the time commitments. **The bid proposal must conform to this requirement.**

11. REQUESTS FOR CLARIFICATION AND BID PRESENTATIONS

Interested parties considering submitting a bid may submit written requests relating to matters requiring clarity. Any information provided in response to such requests will be copied to all interested parties.

12. BID CRITERIA

For the Municipality to evaluate the bid, the bidder must adhere and comply with the requirements of the BID Criteria.

Failure to comply and/or to complete any of the above will deem your tender to be not responsive.

13. INTELLECTUAL PROPERTY

1. Copyright, patent rights and other similar rights in any works, products or digital/spatial information created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to the Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.
2. All information documents, digital/spatial information, records and books provided by the Municipality to any Service Provider in connection with the proposal or otherwise are strictly private and confidential. The Municipality reserves the right to disclose any information provided by any Service Provider to any of the employees of the Municipality.
3. The professional service provider surrenders all claims to Intellectual Property and/or Copyright in terms of any systems, methodologies, processes developed, or data collected/improved under the contract.
4. All data collected or derived as a result of and during the contract period is retained and belongs to the municipality.
5. Data collected or derived will be provided to the municipality in an accessible, dynamic and useable format, such as in Microsoft Excel, Access, Word and any other format deemed necessary by the PC.
6. Intellectual Property registered prior to the BID dates are excluded from this clause.
7. GIS data will be provided in ESRI format and be the IP of the municipality.
8. Numerical data and analysis will be presented in Microsoft Excel format and be the IP of the municipality.

14. DECLARATION OF CONFIDENTIALITY

- 14.1 The Service Provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain.
- 14.2 All communication with the media regarding this project (if any) will be conducted through the communication component of the Municipality.

15. FINANCIAL PENALTIES

- 15.1 Failure to meet all the final deliverables by the delivery date will result in a deduction of a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime rate for each day of delay.
- 15.2 Payments will be made only for work performed to the satisfaction of the Municipality. Original invoices to substantiate all costs must be provided. The invoices should include the Municipality's order number that will be provided upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved.

16. EXTRA WORK

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Director: Development Planning HESSEQUA LOCAL MUNICIPALITY are due to reasons attributable to the Service Provider during any phase of the project, shall be borne by the Service Provider.

17. OUTCLAUSE

- 17.1 The HESSEQUA LOCAL MUNICIPALITY reserves the right not to appoint if suitable candidates are not found.

- 17.2 The HESSEQUA LOCAL MUNICIPALITY reserves the right to terminate the contract if there is clear evidence of non-performance.

Failure to adhere to the above, will result in your tender being declared non-responsive.

DECLARATION,

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

AUTHORISED SIGNATURE:

NAME:

CAPACITY: DATE:

Initials of Service Provider's Authority: