



SECTION A

Invitation to Tender – UMN 12/2023

Umngeni Local Municipality

Suitable and capable service providers are invited to bid to **develop the uMngeni spatial development plan.**

The municipality reserves the right to:

- not award this bid;
- not award this bid to the lowest bid;
- to cancel the bid.

Collection of Bid Documents

Tender documents will be made available on e-tenders - <https://www.etenders.gov.za/> and municipal website: <https://www.umngeni.gov.za/documents/?category=tender-adverts> printable at bidder's own cost.

Compulsory Briefing Session

The briefing session will be held as follows:

Date:	26 January 2024
Venue:	Hilton Boardroom
Time:	09h00
Site to be visited:	N/A

Evaluation Criteria

This tender will be evaluated based on the following criteria:

1. Administrative Compliance
2. Mandatory Requirements
3. Functionality
4. Price and Preference Points

Queries relating to the issue of these documents may be addressed to **Mbongeni Zuma** Tel. No. (033) 239 8313: e-mail mbongeni.zuma@umngeni.gov.za

The closing time for receipt of Tenders is **12h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

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**MBD1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE uMNGENI LOCAL MUNICIPALITY					
BID NUMBER:	UMN 12/2023	CLOSING DATE:	08 FEBRUARY 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO DEVELOP THE UMNGENI SPATIAL DEVELOPMENT PLAN				
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					
CORNER OF SOMME AND DICKS STREET					
HOWICK					
3290					
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:	
(SPECIFIC GOALS MUST BE COMPLIED WITH, TO CLAIM PREFERENCE POINTS)					
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		DEPARTMENT			
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			

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–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	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
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									

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY 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:.....

**PRICING SCHEDULE
(SERVICES)**

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

APPOINTMENT OF SERVICE PROVIDERS TO DEVELOP THE UMNENI SPATIAL DEVELOPMENT PLAN

ITEM NO.	DESCRIPTION	% PAYABLE	AMOUNT PER ITEM	TOTAL FOR ITEMS
1.	Phase 1: Inception / Project Initiation	5%	Excl. VAT	Excl. VAT
2.	Phase 2: Policy Context and Vision Directives	20%	Excl. VAT	Excl. VAT
3.	Phase 3: Spatial Challenges and Opportunities	20%	Excl. VAT	Excl. VAT
4.	Phase 4: Spatial Proposals and Draft SDF Report	30%	Excl. VAT	Excl. VAT
5.	Phase 5: Implementation Framework & Stakeholder engagement / Public participation	10%	Excl. VAT	Excl. VAT
6.	Phase 6: Final SDF & SDP Report and Council Approval	10%	Excl. VAT	Excl. VAT
7.	Phase 7: Close Out	5%	Excl. VAT	Excl. VAT
SUB-TOTAL (100%)				Excl. VAT
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				Incl. VAT
GRAND TOTAL IN WORDS				

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 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.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

.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? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 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? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 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. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

4. *Full details of directors / trustees / members / shareholders.*

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM 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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/20 system) (To be completed by the tenderer)
Ownership Goals	10	5		
Empowerment Goals	4	2		
Reconstruction & Development Programme Goals	4	2		
Other Goals (Specify)	2	1		
Total Points Allocated to Specific Goals	20	10		

4.3 Ownership

Gender and youth ownership

Women ownership / men ownership (must be South Africa)

Specific Goal(s)	Weight	80 20 PP	90 10 PP	Source Document Verification
Ownership Categories :				
Gender Based Ownership %				
Women Ownership(*Must be South African)				
Women ownership - 100%	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Women ownership - > 51%	50%	5	2,5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Women ownership less than 51%	30%	3	1,5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Youth Development : (Below 35 Years)				
Youth ownership - 100%	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Youth ownership atleast 51%	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Youth ownership less than 51%	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate

4.4 Empowerment

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Source Document Verification
	Sub-Contracting : Empowerment				
1	Local Economic Development Sub-Contracting				
	1. At least 30% of the value of the contract is sub-contracted to local SMME	100%	4	2	For accommodating 30% for Subcontracting in the BOQ
	2. for a maximum of 29% of the value of the contract is sub-contracted to local SMME	50%	2	1	For accommodating 30% for Subcontracting in the BOQ
	3. for 0% of the value of the contract is sub-contracted to local SMME	0%	0	0	For accommodating 30% for Subcontracting in the BOQ
	4. Enterprise at least 51% ownership by Military Veterans	50%	2	1	ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service
	5. Enterprise 100% owned by Military Veterans	100%	4	2	ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service
	6. Enterprise less than 51% ownership by Military Veterans	30%	1,2	0,6	ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service
	7. People with Disabilities Points for 100% ownership	100%	4	2	Confirmation from a qualified and authorized medical practitioner
	8. People with Disabilities at least 51% ownership	50%	2	1	Confirmation from a qualified and authorized medical practitioner
	9. People with disabilities Points, less than 51% ownership	30%	1,2	0,6	Confirmation from a qualified and authorized medical practitioner
	10. Points for 100% local employees	100%	4	2	Cipro Details confirming ownership, ID Copy, copy of CSD showing business address
	11. Points, at least 51% local employees	50%	2	1	Confirmation of the company's employee(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa)
	12. Points, less than 51% local employees	30%	1,2	0,6	Confirmation of the company's employee(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa)

Kindly note that suppliers can only be scored in one category even if you qualify for more than 1 category.

4.5. Reconstruction & Development Programme Goals Promotion of Local Business (s)

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Source Document Verification
	Reconstruction and Development :				
1	Promotion of Local Business(s)				
	1. Enterprise Located within the Local Municipality	100%	4	2	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the District Municipality	50%	2	1	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the Province	25%	1	0,5	Utilities : Directors or Co. Affidavit Existing Lease Agreement

4.6 Other

Business owned by black people.

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Source Document Verification
	Other Categories :				
1	Specify Other Goals				
	1. an EME or QSE which is at 25% - 50% owned by black people;	100%	2	1	Sworn Affidavit - QSE/EME General and Bank Confirmation Letter

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.4 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:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all 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? (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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

(Name of Institution)

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)

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;
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 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.

.....
Signature	Date
.....
Position	Name of Bidder

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.

SECTION G**MUNICIPAL RATES AND SERVICES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of Bidder

SECTION H AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 supplies 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.
- 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 supplies 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 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

1.1 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 non-refundable fee for documents may be charged.

1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

a. 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 so far as may be necessary for purposes of such performance.

b. 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.

c. 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.

d. 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

- 1.1. 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.

2. Performance security

- 1.1 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.
- 1.2 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.
- 1.3 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:
 3. 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
 4. a cashier's or certified cheque
- 1.4 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 in SCC.

2. Inspections, tests, and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 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.
- 2.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 2.6 Supplies 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.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 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 23 of GCC.

9. Packing

- a. 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 and 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.
- b. 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- a. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- b. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- a. 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 in the SCC.

12. Transportation

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

13. Incidental Services

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (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.
- b. 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

- a. As specified in SCC, 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:
 - (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

- (ii) purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- a. 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.
- b. 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 in SCC.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- a. 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- a. 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

- a. The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 performance

- a. 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.
- b. 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.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. 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 supplies are required, or the supplier's services are not readily available.
- e. 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 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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.

22. Penalties

- a. 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

- a. 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.
- b. 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.
- c. 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.

- d. 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 intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser.
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. 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. Anti-dumping and countervailing duties and rights

- a. When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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

- a. 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.
- b. 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

- a. 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

- a. 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.
- b. 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.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. 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.

28. Limitation of liability

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - ii. 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

- a. 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

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

31. Notices

- a. 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
- b. 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

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- a. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 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 (or bid rigging).
- b. 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 the Competition Act No. 89 of 1998.

SECTION J SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 36 months

2. EVALUATION CRITERIA

There are **Four (4)** main steps in the selection process, namely, ensuring that bids comply with administrative Compliance, Mandatory Requirements, Functionality and Price and Preference Point.

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents as prescribed by the municipality.

The following documents are returnable:

CRITERIA		YES	NO	REMARKS
Section A	Invitation To Tender/Bid			Comply, Complete and sign
Section B	MBD 3.1: Pricing Schedule			Comply, Complete and sign
Section C	MBD 4: Declaration of Interest			Comply, Complete and sign
Section D	MBD 6.1: Preference Points Claim Form			Comply, Complete and sign
Section E	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices			Comply, Complete and sign
Section F	MBD 9: Certificate of Independent Bid Determination			Comply, Complete and sign
Section G	Municipal Rates and Services			Comply, Complete and sign
Section H	Authority To Sign A Bid			Comply, Complete and sign
Section I	General Conditions of Contract			Comply, Complete and sign
Section J	Special Conditions of Contract			Comply, Complete and sign
Section K	Terms Of Reference			Comply, Complete and sign

2.2 Step 2 – Mandatory Requirements

2.2.1 Proof of Registration/Membership with SACPLAN(The South Council for Town Planners).

2.3 Step 3 – Functionality

Prospective bidders will be scored on functionality prior to being evaluated on preference points. Bidders must obtain a minimum of 70% points on the functionality scoring

DETAILS	SCORE	MAXIMUM POINTS	VERIFICATION METHOD	
CRITERIA 1: ADHERENCE TO THE BRIEF AND STRENGTH OF METHODOLOGY				
Detailed clear approach and methodology of how the project deliverables will be executed.		20		
Points will be scored as follows:				
Project Approach method	5			
Project plan demonstrating project deliverables and time frames	5			
Clear reporting mechanisms and approach to the development of stakeholder engagements	5			
Innovation and creativity e.g., use of urban design software, mapping etc.	5			
CRITERIA 2: PROJECT TEAM CAPACITY				
Project leader: Town Planner registered as a professional with experience in Spatial Planning and land use management.		5	CV, certified qualifications & SACPLAN registration certificate	
Project leader: Degree in Town Planning, registered as a professional with SACPLAN with more than 10 years' experience in Spatial Planning and land use management.	5			
Project leader: Degree in Town Planning, registered as a professional with SACPLAN with 5-9 years' experience in Spatial Planning and land use management.	3			
Project leader: Degree in Town Planning, registered as a professional with SACPLAN with 4 years or less experience in Spatial Planning and land use management.	2			
Geographic Information Specialist and registration with SAGC.		5	CV, certified qualifications & SAGC registration certificate	
Degree in Geographic Information Systems, with or more than 5 years' experience and registration with SAGC.	5			

Degree in Geographic Information Systems, with 3 years' experience and registration with SAGC.	3			
Degree in Geographic Information Systems with 2 years' experience and registration with SAGC.	2			
Economist: Degree in Economics / urban economics.			CV & certified qualifications	
Economist: Degree in Economics / urban economics with or more than 5-year experience.	5	5		
Economist: Degree in Economics / urban economics with 3-years' experience.	3			
Economist: Degree in Economics / urban economics and 2-years' experience.	2			
Environmental Specialist: Degree in Environmental Sciences / Environmental Management and infrastructure(Civil, Water & Sanitation and Electricity and Energy)			CV & certified qualifications	
Environmental Specialist: Degree in Environmental Sciences / Environmental Management with or more than 5-years' experience.	5	5		
Environmental Specialist: Degree in Environmental Sciences / Environmental Management with 3-years' experience.	3			
Environmental Specialist: Degree in Environmental Sciences / Environmental Management with 2-years' experience.	2			
CRITERIA 3: PREVIOUS COMPANY RELATED EXPERIENCE (Tenderer to provide recommendation letters in the Client letterhead)				
4 Appointments Letters – Development of Spatial Development Frameworks produced and completed with SPLUMA compliance	10			
3 Appointments Letters – Development of Spatial Development Frameworks produced and completed with SPLUMA compliance	7	10		

2 Appointments Letters – Development of Spatial Development Frameworks produced and completed with SPLUMA compliance	5			
TOTAL EVALUATION POINTS		50		

SECTION K

TERMS OF REFERENCE

APPOINTMENT OF SERVICE PROVIDERS TO DEVELOP THE UMNGENI SPATIAL DEVELOPMENT PLAN

1. BACKGROUND

The uMngeni Local Municipality requests the services of a multi-disciplinary and suitably qualified service provider to develop the uMngeni Spatial Development Framework (SDF) together with a Spatial development Plan (SDP) that will be in line with the 5th generation of Integrated Development Plans (IDPs), within a period of seven (7) months.

The Spatial Planning and Land Use Management Act, 2013 (Act No.16 of 2013) requires national, provincial, and municipal spheres to prepare SDFs that establish a clear vision based on spatial planning principals and long-term development goals and plans. Section 26 (e) of the Municipal Systems Act, 2000 (Act 32 of 2000) states that each Municipality is required to prepare an IDP with a Spatial Development Framework as a core component, and such the intention of the uMngeni Municipality, is to prepare a credible SDF which addresses pertinent development issues affecting the Municipality and surroundings. Below are Terms of Reference, parameters and expectations of the municipality in the formulation of the Spatial Development Framework and specific issues to be addressed during the process: -

2. PROJECT OBJECTIVES

The Spatial Development Framework should: -

- Give effect to the development principles and applicable norms and standards set out in chapter 2 of SPLUMA.
- Include a spatial representation of a five-year spatial development plan for the spatial form of the municipality.
- Include a longer-term spatial development vision statement for the municipal area which indicates a desired spatial growth and development pattern for the next 10-20 years.
- Identify current and significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritized and facilitated.
- Include population growth estimates for the next five years
- Include estimate demand for housing units across different socio-economic categories and the planned location and density of future housing developments.

- Include estimates of economic activity and employment trends and location in the municipal area for the next five years.
- Identify, quantify and provide location requirements of engineering infrastructure and services provision for existing future development needs for the next five years.
- Identify the designated areas where a national or provincial inclusionary housing policy may be applicable.
- Include a strategic assessment of the environmental pressures and opportunities within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips
- Identify the designation of areas in the municipality where incremental upgrading approached to development and regulation will be applicable.
- Identify the designation of areas in which more detailed local plans must be developed.
- Provide the spatial expression of the coordination, alignment, and integration of sectoral policies of all municipal departments
- Determine a capital expenditure framework for the municipality's development programmes, depicted spatially.
- Include an implementation plan comprising of:
 - o Sectoral requirements, including budgets and resources for implementation.
 - o Specification of implementation targets, including dates and monitoring indicators
 - o Specifications where necessary, of any arrangements for partnerships in the implementation process.

3. LEGISLATIVE FRAMEWORK

The SDF should reflect and uphold the legislative requirements as espoused by the following statutes:

- The Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) with a specific reference to Section 52 of the Constitution which sets out the objective of Local Government as the Spatial Development Framework is developed at a local government level.
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000) with a specific reference to Section 26 which indicates that "all municipalities must have a Spatial Development Framework as part of the Integrated Development Plan".
- The Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) which set-out the content of Municipal Spatial Development Framework.
- The Local Government Municipal Planning and Performance Management Regulations (GN R796 of 2001)
- The National Environmental Management Act, 1998 (Act 107 of 1998).

4. SCOPE OF WORK AND CRITICAL MILESTONE

Whilst the milestones will be left to the tenderer to decide, the following project phases with associated critical milestones must form part of the proposals: -

Phase 1: Inception / Project Initiation

Phase 2: Policy Context and Vision Directives

Phase 3: Spatial Challenges and Opportunities

Phase 4: Spatial Proposals and Draft SDF Report

Phase 5: Implementation Framework & Stakeholder engagement / Public participation

Phase 6: Final SDF & SDP Reports and Council Approval

Phase 7: Close Out 7 The scope of work for each phase should pay strict attention to the objectives of the project as detailed above and should encompass the following core elements in each phase: -

4.1. PHASE 1: PROJECT INITIATION

A brief project Inception Report is required which clearly spells out the proposed methodology, approach, timelines, and milestone. The following work plans should be included in the presentation of the Inception Report to the Steering Committee.

- The overall project work plan.
- The public participation and stakeholder engagement process plan

4.2. PHASE 2: POLICY CONTEXT AND VISION DIRECTIVES

- Synthesise the legislative and policy context through considering relevant national and provincial policy directives.
- Involve sector departments through discussions on relevant sector plans and policies.
- Outline the spatial directives emanating from the national, provincial, and municipal spatial policy review.
- Hold discussions with uMngeni Municipality stakeholders on the key spatial issues that need to be addressed to discuss and collaboratively review vision for the municipal area.

4.3. PHASE 3: SPATIAL CHALLENGES AND OPPORTUNITIES

- Review the most recent IDP as well as all relevant municipal sector plans and surrounding sector plans in terms of the strategic focus and the key challenges identified.
- Documentation and mapping of biophysical spatial challenges and opportunities.
- Conduct a strategic analysis of the socio-economic situation and built environment elements of the municipality in terms of legacy, current and future challenges.

4.4. PHASE 4: SPATIAL PROPOSALS AND DRAFT SDF REPORT

- Development of Conceptual framework based on the synthesis of the key challenges and opportunities.
- Develop spatial strategies which support the spatial concept and are in line with the vision for the municipal area that redress /address/ mitigate against the challenges and unlock the opportunities.
- Combine the spatial strategies into a composite MSDF map.
- Develop more detailed proposals for settlements within the municipal jurisdiction based on the SDF strategies after developing the composite MSDF.

4.5. PHASE 5: IMPLEMENTATION FRAMEWORK & STAKEHOLDER ENGAGEMENT / PUBLIC PARTICIPATION

- Develop a set of policies and guidelines that will support the implementation of the spatial proposals as contained within the MSDF.
- Develop a capital investment framework that identifies priorities, institutional arrangements, and implementation requirements.
- Compile the supporting policies and guidelines as well as the capital investment framework into a consolidated draft implementation framework.
- Present the draft MSDF and implementation framework and discuss the comments received during the commenting period.

4.6. PHASE 6: FINAL SDF & SDP REPORTS AND COUNCIL APPROVAL

- Refine, update, and finalise the draft MSDF and implementation framework based on stakeholder engagement.
- Prepare summary brochures, pamphlets or posters of the key spatial proposals contained within the MSDF report
- Submit the final MSDF report and brochures to the local municipal officials and Council for approval.
- Facilitate follow-up discussions with the relevant municipal departments to discuss required alignment interventions to ensure that the MSDF proposals are incorporated into all relevant sector plan.
- Initiate the delineation and implementation of the required local area plans or precinct plans as set out in the capital investment framework.

- Ensure that the key proposals contained within the capital investment framework is fed into the next review of the IDP through facilitating discussions with relevant municipal officials.

4.7. PHASE 7: CLOSE OUT

Formulation of Close-out report detailing project challenges, lesson learnt, actual budget use or not used, short and long-term benefits of the SDF within the Municipality.

Note: The Service Provider is welcome to make changes on the method and approach stipulated above which however should be in keeping with DALRRD 2017 Spatial Development Framework Guidelines and COGTA SDF and SDP Monitoring Tools. The methodology must reflect the scope of work, objectives and project outcome as reflected above.

5. OUTCOME AND DELIVERABLES

- 5.1. The final Spatial Development Framework (SDF) and SDP (Spatial Development Plan) Documents should be in the form of both of hard and electronic versions.
- 5.2. The document and communication media should be prepared well in advance of the stakeholder engagement process and should be to the satisfaction of Steering Committee.
- 5.3. The Service Provider will be expected to submit reports and associated Development Communication Media for each phase of the project. This will include monthly progress reports, record of minutes of engagements, presentations to be conducted, etc.
- 5.4. Over and above, the GIS data must further meet the following requirements: -
 - All maps should be in A4 size in the document.
 - Maps must be numbered and listed in the page of contents.
 - All the text in the maps and the legends must be legible.
 - The same map template/ layout must be used throughout the document.
 - All maps should have the basic map elements, namely: a title, north arrow, legend, scale bar.
 - All the features on the map must be explained in the legend.
 - All mapping must be developed at an appropriate and readable scale; and
 - Maps in PowerPoint must have the corresponding Map Document (MXD) ready to be accessed in ArcGIS.
- 5.5. The Final Consolidated Report should include the following: -
 - 5.5.1 Two (2) hard copy printed colour copies of the Final SDF Document encompassing the relevant aspects of the previous phased outcomes.

5.5.2 Two (2) A0 hard copy printed colour copies of the Final SDF Map or Plan.

5.5.3 Two (2) discs / USB with a softcopy (electronic as PDF and MS Word Document) of the Final SDF Document, all maps produced as per

5.5.4 Deliverable above i.e., mxd files, layer files, shapefiles, JPG, PDF, etc.).

6. RELEVANT SKILLS AND EXPERIENCE

6.1. Below is a summary of Mandatory Requirements: -

- i) The Project leader must hold a tertiary qualification in Town Planning which is recognised for registration in the category of Professional Planner by the South African Council of Planners better known as SACPLAN in terms of the Planning Professions Act, 2002 and must be registered with SACPLAN as a Professional Planner. A copy of a valid registration certificate should be attached to the proposal.
- ii) A Project Team member must be a GIS Practitioner (at least at Technician level) registered with SAGC. A copy of the valid registration certificate should be attached to the proposal.

6.2. Skills and abilities required in the team to execute the project should include the following: -

- i. Town and Regional / Development Planning.
- ii. Land Legal issues.
- iii. Sound GIS proficiency.
- iii. Ability to interpret and analyse social, economic, land use, transport and environmental issues.
- iv. Project Management skills.
- v. Facilitation and transitional skills.
- vi. Research, analytical, writing and communication skills.
- viii. Ability to think strategically; and

6.3 It is recommended that the Service Provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play.

6.4 The Team Leader, Spatial Planner, Land Legal Expert, Economic Analysts, Environmentalists, Transport Planner and Team Secretary will need to attend all the Steering Committee meetings. Relevant team members that are directly involved in the particular project phase are expected to attend progress report meetings.

- 6.5 The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the Steering Committee.

7. MANDATORY CAPACITY BUILDING AND SKILLS TRANSFER

7.1. Skills development is an integral part of the project. The process should ensure that skills development and skills transfer occur within the project and is to be achieved with Municipal Planning staff.

7.2. Proposals should indicate how skills development and transfer will be achieved, monitored and evaluated within each phase of the project.

7.3. Skills transfer is not to be seen as coterminous with councillors and stakeholder meetings and feedback sessions within the SDF development process. Genuine, hands-on planning work within the project is an essential aspect of the ToR.

7.4. The Service Provider who omits the section of the proposal will automatically be disqualified from consideration.

8. INFORMATION GATHERING, PROVINCIAL AND NATIONAL GUIDELINES

8.1. The successful Service Provider is expected to make contact with all the relevant GIS, Planning and other officials and units within the various spheres of government to obtain information that is required for the project.

8.2. The appointed Service Provider will be supplied with a letter from the Municipality confirming appointment and requesting assistance with information. However, the responsibility for specifying and collecting the information necessary for the successful execution of the project remains entirely with the Service Provider.

9. PENALTIES AND CONTRACTUAL DEVIATIONS

9.1. The Appointed Service Provider should not deviate from the Terms of Reference. However, in the event of any possible deviation arising, this should be discussed and agreed between the appointed Service Provider and the Municipality and subsequently communicated in writing.

9.2. In terms of the appointed Service Provider not being able to complete their obligation at a set timeframe, they shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.

9.3. Failure to not give notice within 14 days from the due date will result in termination of the Contract.

9.4. Where a task/ milestone is delayed by more than two months, the project plan must be revised or amended accordingly and be presented to the relevant stakeholders for approval.

9.5. In the event that the Municipality is not satisfied with the performance of the appointed Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable timeframe to enable the Service Provider to rectify such performance within 14 days from the day they receive the notice.

10. PAYMENT CONDITIONS

Payment conditions are as follows:

10.1. Payment of the full project value will be made on a milestone delivery basis after completion of each phase to the satisfaction of the Municipality.

10.2. The appointed Service Provider will need to submit a tax invoice to the Municipality for work completed and invoiced in accordance with the agreed ToR's.

10.3. The appointed Service Provider will make reference to the project number as well as order number in all correspondences and invoices.

10.4. The Municipality shall pay the appointed Service Provider the amount of such invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted as part of evidence of work done.

10.5. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only that portion in dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the appointed Service Provider within the stipulated time frames.

11. TIMING OF ASSIGNMENT

11.1. Commencement of the work is to be carried out immediately after date of the inception meeting, which inception meeting should take place **5 days** after the appointment of the service provider. The project manager and service provider are to further discuss and agree on some of the timeframe issues during the inception phase should there be a need to do so.

12. BUDGET AND PERFORMANCE MEASURES

12.1. A detailed project budget must be provided in accordance with the deliverables and time frames.

12.2. Each proposed project activity should be analysed in terms of the required inputs and these inputs must have costs attached thereto.

12.3. The Service Provider will submit monthly progress reports to the project manager. Failure to submit the required reports within 3 days from the last day of the month will result in penalties.

12.4. The performance measures for the delivery of the project will be closely monitored by the Municipality.

13. PROJECT MANAGEMENT

13.1. The Municipality will be responsible for the appointment of the Service Provider and would therefore be responsible for recommendation of invoices for payment.

13.2. The Service Provider will report to and be managed by the Municipal Project Manager.

13.3. Each completion of the Deliverable will be approved by the Project Steering Committee upon which submitted invoices will be recommended by the Project Steering Committee for payment.

13.4. In compiling the Spatial Development Framework, the Service Provider will be required to consult with the Project Steering Committee, which consists of representatives of the Municipality (i.e., from all relevant municipal departments), uMgungundlovu District Municipality, surrounding Municipalities, Ezemvelo, DEDTEA, DARD, DRDLR, COGTA, Conservancies, etc.

13.5. Stakeholder participation meetings and workshop will take place independent of the Project Steering Committee meetings, and progress of such meetings need to be reported on to the Project Steering Committee Meetings with proof. Project budget should bear this in mind.

13.6. Reporting to the internal Municipal structures (Statutory Committees) is a separate reporting and final approval process (Service Provider to bear this in mind when budgeting for meetings).

13.7. It is the responsibility of the Service Provider to distribute documentation to the relevant stakeholders, receive comments and factor them into the main document and resubmit amended documentation to both the Project Steering Committee and the Municipality.

14. MEETINGS

The successful Service Provider:

- Will make themselves available for regular progress meetings with the Project management team and Municipal Management Structures/Committees.
- Arrange venues for meetings, except for Municipal Committee meetings.
- Draft agendas for meetings and circulate them 5 working days before the meeting. This includes the inception meeting and excludes Municipal Committee meetings.
- Take action-based minutes of the project meetings and forward them to members of the Project Steering Committee within 5 days after the meeting. This includes the inception meeting and excludes Municipal Committee meetings.

15. INDEMNITY

15.1. The Municipality accepts **NO** responsibility for any damage to or loss of property, injuries or death of any person that may occur during execution of the project.

15.2. The Municipality will not be held responsible for any costs incurred by the service provider in the preparation and submission of the tender. Traveling costs and time spent or incurred between home and office of the service provider and Municipal office will not be for the account of the client. Attending meetings for reporting or making presentations, conducting workshops and so on will form part of the project cost.

15.3. The Municipality reserves the right not to award any of the tender and not to award the contract to the lowest price.