GREATER KOKSTAD MUNICIPALITY

GREATER
KOKSTAD
MUNICIPALITY
PROVINCE OF KWAZULU-NATAL

TENDER DOCUMENT

APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW AND DEVELOPMENT OF THE 6TH GENERATION GREATER KOKSTAD MUNICIPALITY'S SPATIAL DEVELOPMENT FRAMEWORK

BID No- GKM 28-25/26

CLOSING DATE: **07 NOVEMBER 2025**

VIRTUAL COMPULSORY BRIEFING: 31 October 2025 at 10h00, Meeting ID: 326 962 850 617 8 Passcode: 9UH2vx6P – Microsoft Teams

CLOSING TIME: **12H00**

NAME OF BIDDER: ....

POSTAL ADDRESS: ....

...

...

TELEPHONE NUMBER: ....

FAX NUMBER: ....

E- MAIL ADRESS: ....

TENDER SUM (ALL INCLUSIVE): …………………………………………………………….

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MBD1

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GREATER KOKSTAD MUNICIPALITY					
BID NUMBER:	GKM 28-25/26	CLOSING DATE:	07 NOVEMBER 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW AND DEVELOPMENT OF THE 6TH GENERATION GREATER KOKSTAD MUNICIPALITY'S SPATIAL DEVELOPMENT FRAMEWORK				
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 *(STREET ADDRESS*

75 HOPE STREET KOKSTAD 4700

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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	………………………………		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Budget and Treasury Office	DEPARTMENT	ECONOMIC DEVELOPMENT AND SPATIAL PLANNING
CONTACT PERSON	Andiswa Mahlaka	CONTACT PERSON	S. MADIKIZELA
TELEPHONE NUMBER	039 797 6743	TELEPHONE NUMBER	039 797 6642
FACSIMILE NUMBER	039 727 3676	FACSIMILE NUMBER	039 727 3676
E-MAIL ADDRESS	andiswa.mahlaka@Kokstad.gov.za	E-MAIL ADDRESS	samora.madikizela@kokstad.gov.za

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)**
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
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

SIGNATURE OF BIDDER ……………………………………………………

CAPACITY UNDER WHICH THE BID IS SIGNED ……………………………………………………

DATE: ……………………………………………………

TENDER ADVERT

INVITATION TO BID
BID NO.: GKM 28-25/26

APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW AND DEVELOPMENT OF THE 6TH GENERATION GREATER KOKSTAD MUNICIPALITY'S SPATIAL DEVELOPMENT FRAMEWORK

The Greater Kokstad Municipality hereby invites proposals from reputable Service Providers for the Review and Development of the 6th Generation Greater Kokstad Municipality's Spatial Development Framework.

The scope of work and bid requirements are stipulated in the bid document.

This advert is issued in compliance with the Preferential Procurement Regulation 2022 Evaluation will be done on the following two-stage process in terms of National Treasury Circular No: 53:

Stage 1:
Assessment of Functionality. Only service providers who achieve a minimum threshold of 60 points on functionality will qualify to proceed to stage two of the Evaluation process. Functionality criteria is as follows:

Company Experience (50 points)
Proposed Key Personnel (50 points)

Stage 2:
Evaluation will be done based on the 80/20 preferential point system, where 80 points will be allocated for price and 20 points for specific goals. Bidders must submit the required documentation to claim preference points.

POINTS AWARDED FOR SPECIFIC GOALS

The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on ownership and RDP goals.

PREFERENCE	80/20	Documents required for verification
GOAL 1 – Ownership- Maximum Points	**10**	
Business owned 50% or more by black person	5	▪ Detailed CSD
Business owned 50% or more by black women	5	▪ Detailed CSD
GOAL 2 – RDP- Maximum Points	**10**	
Promotion of business located within KZN	10	▪ Refer to Section J

Tender documents must be downloaded on E-tender Portal or at the Greater Kokstad Municipality website at no cost. **The municipality will not be held responsible for any incomplete documents downloaded on the E-tender Portal or on the Greater Kokstad Municipality website.**

A VIRTUAL COMPULSORY briefing session will be held on 31 October 2025 at 10h00, Meeting ID: 326 962 850 617 8 Passcode: 9UH2vx6P – Microsoft Teams

Sealed tenders marked **"Bid No.: GKM 28-25/26"** must be deposited in the **BOX** located at the Reception Area, 75 Hope Street, Kokstad, not later than **07 November 2025** at **12H00**, where after, bids will be opened in public.

Bidders retain the responsibility of ensuring that tender documents submitted are placed in the marked tender box. This is not the responsibility of the Municipality. Bids may only be submitted on the bid document provided by the Municipality.

Late, telegraphic, e-mailed, or faxed bids will not be considered.

Technical Enquiries: Mr. S. Madikizela, Tel. 039 797 6642, Email: samoramadikizela@kokstad.gov.za
Supply Chain Management enquiries: Ms. A. Mahlaka Tel. 039 797 6700, or email: andiswa.mahlaka@kokstad.gov.za

Greater Kokstad Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or part, at the rates quoted.

MR S R ZWANE
MUNICIPAL MANAGER
NOTICE NO.: 46-2025/2026

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO THE NATIONAL TREASURY SUPPLY CHAIN MANAGEMENT REGULATIONS ISSUED IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT 56, 2003, THE GREATER KOKSTAD MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.

2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.

3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

4. Bids submitted must be complete in all respects.

5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.

6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, the Municipality will not be held responsible for late bids.

7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids.

8. A specific box is provided for the receipt of bids, via courier services should be inserted by the courier company on the tender box a special instruction must be given to the courier company, the Municipality will not be responsible for documents received late, lost or misplaced tender documents.

9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.

10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Any alteration made by the bidder must be initialled.

12. Use of correcting fluid is prohibited

13. Bids will be opened in public as soon as practicable after the closing time of bid.

14. Where practical, prices are made public at the time of opening bids.

15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION B
TENDER REQUIREMENTS AND MANDATORY RETURNABLE DOCUMENTS

This section aims to assist bidders by clarifying the purpose and importance of each Municipal Bid Document (MBD form) and outlining the consequences of not completing or submitting these forms correctly. It also provides guidance on mandatory compliance requirements such as Joint Venture (JV) submissions, municipal rates and taxes, and CIDB grading requirements and tender pricing.

Bidders must attach the following mandatory returnable documents to be considered for this bis and must note the applicable conditions:

- Price(s) or rates quoted must be firm and must be inclusive of all applicable taxes. Price quoted must be carried over to MBD 1- omission of price on MBD 1 will lead to disqualification

- Copy of the Central Supplier Database (CSD) report not older than 3 months must be attached -if not attached the bidder must ensure that the CSD number on MBD 1 is clear and correct as it ill be used for verification.

- Municipal Rates, services and Taxes - all bidders must provide proof of good standing regarding municipal rates and taxes by submitting one of the following for the company and for each director of the company
    - A valid municipal statement not older than 3 months; or
    - A lease agreement signed by both parties if the premises are leased; or
    - An original affidavit or letter from the landlord or the landlords statement accompanied by an affidavit by the bidder.

  Bidders to refer to section J for the required documents to prove that Municipal rates, services and taxes for both the company and each director are in good standing (not in arrears for a period longer than 90 days). NB: Failure to provide the **required** proof will lead to disqualification.

- **JOINT VENTURE (JV) SUBMISSIONS**

  Where a bid is submitted as a Joint Venture (JV), the following requirements apply:

  - A signed JV Agreement must be submitted, clearly identifying the lead partner and percentage shareholding.
  - Each partner must either complete separate MBD 4, MBD 8, and MBD 9 forms or if the forms are completed for the joint venture (combined forms MBD 4, 8 and 9) the directors of all parties must be listed on MBD 4 and the bidders name must be that of the Joint Venture and the authorised signatory must sign the forms.
  - All partners must be CSD registered and tax compliant.

- **TENDER VALIDITY**

Price(s) or rates quoted must remain for at least a hundred and twenty (120) days from the date of the closing date of the tender.

- **COMPLETION OF MUNICIPAL BID DOCUMENTS (MBD FORMS)**

All bidders must ensure that the following forms are fully completed, signed, and submitted with their tender. Failure to comply will render the bid non-responsive or lead to disqualification.

Form No.	**Form Name**	**Purpose / What to Declare**	**Consequence of Non-Compliance**
MBD 1	Invitation to Bid	Confirms bidder's details, pricing, and acceptance of bid conditions. Bidders must complete all parts, especially the price, offer validity period, and signature.	Omission of pricing or bidder details automatically disqualifies the bid, as the offer cannot be evaluated.
MBD 4	Declaration of Interest	Requires bidders declare interest and to declare any relationship with municipal employees, councillors, or other state officials. All directors, shareholders, and partners must be listed including JV partners in case of a joint venture if the form is not completed separately by the joint venture partners. Bidders must also declare if they have an interest in any other company to avoid false declarations.	Failure to disclose relationships or interests constitutes a false declaration under the Municipal Supply Chain Management Regulations, 2005 (Reg. 38) and may lead to disqualification, blacklisting, or cancellation of the contract. Bidders to note that the failure to declare interest on other related companies constitutes a false declaration and bidders will be disqualified for non-disclosure
MBD 6.1	Preference Points Claim Form (Specific Goals)	Used to claim preference points for specific goals in line with the Preferential Procurement Regulations, 2022.	Bidder forfeits preference points if not claimed and if the form is not fully completed and signed. Bidders must claim points by writing the number of points claimed and not by ticking.
MBD 8	Declaration of Bidder's Past Supply Chain Practices	Declares whether the bidder has been restricted, terminated, or failed to perform on any previous government contract.	Failure to disclose or false declaration may result in disqualification or blacklisting.
MBD 9	Certificate of Independent Bid Determination	Confirms that the bid was prepared independently without collusion or price fixing.	Omission renders bid non-responsive.

IMPORTANT REMINDER

Incomplete, unsigned, or missing mandatory documents cannot be rectified after closing. Bidders are strongly advised to review their submission using a compliance checklist before submission/delivery.

No bids/quotations will be accepted from persons in the service of the state/ persons who owe rates, services and taxes to any Municipality for a period longer than 90 days/ bidders who are listed on National Treasury list of Tender defaulters or list of restricted service providers.

SECTION C - CHECKLIST

The Checklist below is attached hereto to assist Service Providers with the completion of the tender document. Service Providers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

The tenderer must complete and return documents, all returnable document as listed below as part of his/her tender submission:

Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes	No	N/A
Has the Tender Document been completed in **BLACK INK** and all corrections counter-signed? **(No correction fluid used)**			
Have all tendered amounts been arithmetically checked, and the correct total bid price been carried forward to MBD 1? **Bidders who do not put prices on MBD 1 will be eliminated.**			
Is a valid Tax Clearance Status Verification Certificate with pin attached to the Tender Document?			
In case of a joint venture, has the tenderer attached a joint venture agreement signed by both parties indicating the lead partner of the joint venture **(company documents to be attached for all JV Partners i.e CSD, Tax Verification certificate, MBD 4, 8 & 9 for each partner in the JV etc.)**			
Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the tenderer signed the register **(when applicable)**			
Has the tenderer fully completed the Declaration of Interest (MBD 4) form, **(Directors must be listed on the table on MBD 4 form)**			
Has the "Preference Points Claim Form (MBD 6.1) in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
Has the tenderer attached proof that the **DIRECTOR/S** of the company do not owe Municipal rates **(Refer section J for the required documentation).**			
Has the tenderer attached proof that the **COMPANY** does not owe Municipal rates **(Refer section J for the required documentation).**			
Central Supplier's Database registration certificate - **Detailed CSD**			
Has the "Declaration of Bidder's Past SCM practices (MBD 8)' been completed in its entirety and signed?			
Has the "Independent Bid Determination (MBD 9)" been completed in its entirety and signed.			
Has all information as required in terms of the Tender Document been submitted with the tender?			
Director/s Proof of Professional Registration SACPLAN (Valid Registration Certificate)			

Name of the Bidder: ____

Signature: ______________________________ Date: ___________________

SECTION D
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Greater Kokstad Municipality Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.

2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call KZN Provincial Treasury on 033 897 4223/4676/4509 for assistance.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any other legal rights or remedies it may;

3.1 Recommend to National/Provincial Treasury the de-registration of the supplier from the Central Supplier Database

3.2 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.

SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of the authorised representative)

……..

WHO REPRESENTS (state name of bidder)

………..……...............

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER’S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

....

SIGNATURE OF THE AUTHORISED REPRESENTATIVE

DATE...

SECTION F
MBD 4 -DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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 OR

Shareholder[2]):……………………………………………………………………………….

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. ….…………………………………………………………

…………………………………………………………………………………………………..

MSCM 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.

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.………………………..……………………………

………………………………………………………………………………………

3.10 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**

SECTION G

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to ensure compliance with their tax obligations.
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.
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.
4. Foreign suppliers must complete the pre-award questionnaire in part b:3.

5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS Certificate / Pin / CSD number.
7. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD registration printout must be provided.

SECTION H

AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer **<u>must attach the authority to sign letter or must complete</u>** the certificate set out below for the relevant category **<u>if the resolution letter is not attached.</u>**

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. CERTIFICATE FOR COMPANY

I,……………………………………………………, chairperson of the board of……………… ………………

hereby confirm that by resolution of the board (copy attached) taken on………………………………… .

20….. , Mr./Ms. ..……………………..……………………acting in the capacity of………….……………,

was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. ……………………………….. Chairman:…………………………..

2. ……………………………….. Date: ………………………………..

B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as ……………………

……………………………………………., hereby authorize Mr/Ms ……… ……………………………..

acting in the capacity of ……………………….……........... , to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms……………........….…………………of the lead partne, authorised signatory of the company, to sign all documents in connection with this tender for Contract and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture (Joint Venture to submit power of attorney).

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. CERTIFICATE FOR SOLE PROPRIETOR

I,.., hereby confirm that I am the sole owner of the

business trading as ………………………………………………………………………

As witnesses:

1. ……………………………….. Sole Owner: ………………………………..

2. ……………………………….. Date: ………………………………..

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as …………………………………..

hereby authorise Mr./Ms. …………………………….. acting in the capacity of , to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Name	Addres s	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

SECTION I

TENDER CONSENT FORM:

I____ a natural person with
Full Name

ID No.: ______________________________________ in my capacity as _________________________

of ____
(Company Name and Reg. No.)

I hereby give my consent to the Greater Kokstad Municipality to collect, process and distribute my personal information where the Greater Kokstad Municipality is legally required to do so.

I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to the Greater Kokstad Municipality sharing my personal information strictly for verification purposes.

I understand that, should I refuse to provide the Greater Kokstad Municipality with the required consent and/ or information, the Greater Kokstad Municipality will be unable to consider my application for the above-mentioned tender.

I declare that all my personal information supplied to the Greater Kokstad Municipality is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Greater Kokstad Municipality of any changes to my Personal Information should any of these details change.

tick the appropriate box:

	I / We hereby consent to the above
	I/We hereby withhold consent and understand the implication of my/our decision and will not hold the Greater Kokstad Municipality responsible for not considering my/our bid.

Signed at .... this .... day of ....20………...

…... Signature of data subject/ designated person

……………………………………………………………….. Signature…………………………………………

SECTION J

RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE (PROOF OF LOCALITY

In terms of section 38(d) of the National Treasury Municipal Supply Chain Management Regulation the Greater Kokstad Municipality reserves the right to reject any tender if any municipal rates and taxes or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears **for more than 3 (three) months/90 days.**

Tenderers are required to submit proof that the company and directors do not owe municipal rates and tariffs for the municipality.

This serves to confirm that ____ **(Company Name) municipal rates and taxes are paid up to date and the following is attached**: Your tender will be rejected if you have not attach proof that your company does not owe rates for a period longer than 90 days

Proof that the Bidder (Company) does not owe rates	**Tick whichever is attached.**
Municipal Statement not older than 90 days and not owing more than 90 days	
Valid Lease agreement (Must be active and must be signed by both parties)	
Municipal Rates clearance certificate / Affidavit if the company is operating in rural areas (non-ratable area). Affidavit to state the reason why they are not responsible for paying rates	
Letter or rates statement from the landlord or body corporate if the company is renting and does not have a lease agreement.	
An original copy of an affidavit if the company has not attached any of the document above mentioned documents - **the affidavit must clearly state the reasons why the company is not owing rates and taxes or any Municipal charges.**	

(Company Director/s) municipal rates and taxes are paid up to date and the following is attached:

Please note that you are required to attach proof that each director does not owe rates and taxes or Municipal service charges for a period longer than 90 days. Your tender will be rejected if you have not attach proof that each director does not owe rates for a period longer than 90 days.

Proof that the director/s do not owe rates for more than 90 days	**Tick whichever is attached.**
Municipal Statement not older than 90 days and not owing more than 90 days	
Valid Lease agreement (Must be active and must be signed by both parties)	
Municipal Rates clearance certificate / Affidavit if the director/s is operating in rural areas (non-ratable area). Affidavit to state the reason why they are not responsible for paying rates	
Letter or rates statement from the landlord or body corporate if the company is renting and does not have a lease agreement.	
An original copy of an affidavit if the director/s has not attached any of the document above mentioned document - **the affidavit must clearly state the reasons why the director/s do not owe rates and taxes or any Municipal charges.**	

NB: TENDERERS TO NOTE THAT THEY NEED TO SUBMIT PROOF THAT BOTH THE COMPANY AND THE DIRECTOR/S DO NOT OWE RATES/ TAXES.

Signed at .... this .... day of ....20………...

….. Signature of data subject/ designated person

……………………………………………………….. Signature…………………………………………

GREATER KOKSTAD MUNICIPALITY

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW AND DEVELOPMENT OF THE 6TH GENERATION GREATER KOKSTAD MUNICIPALITY'S SPATIAL DEVELOPMENT FRAMEWORK

BID NO.: GKM 28-25/26

Issued and Prepared by:
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NAME OF THE PROJECT: APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEW AND DEVELOPMENT OF THE 6TH GENERATION GREATER KOKSTAD MUNICIPALITY'S SPATIAL DEVELOPMENT FRAMEWORK

1. INTRODUCTION OF THE PROJECT:

The Greater Kokstad Municipality seeks to appoint a qualified and experienced service provider to review and develop its comprehensive Municipal Spatial Development Framework (MSDF).

2. LEGISLATIVE CONTEXT

2.1. Section 26(e) of the Local Government: Municipal Systems Act, No. 32 of 2000 (MSA), all municipalities are required to compile Spatial Development Frameworks (SDFs) as a fundamental component of their Integrated Development Plans (IDPs). The SDF must comply with Government Notice R 796 Local Government: Municipal Planning and Performance Management Regulations of 2001 by addressing the following:

Spatial Objectives: The SDF must set out objectives that reflect the desired spatial form of the municipality. Strategies and Policies: The SDF must have strategies and policies to achieve spatial objectives, ensuring that these:

- Indicate desired patterns of land use within the municipality.
- Address the spatial restructuring of the municipality.
- Provide strategic guidance on the location and nature of development within the municipality.

2.2. **Land Use Management (LUMS) Guidelines:** The SDF must establish basic guidelines for the land use management system in the municipality. Capital Investment Framework (CIF): The SDF must outline a Capital Investment Framework for the municipality's development programs.

Strategic Environmental Assessment (SEA): The SDF must contain a Strategic Environmental Assessment (SEA) to test the environmental impact of the spatial proposals.

2.3. **Land Development Programs:** The SDF must identify programs and projects for the development of land within the municipality. Alignment with Neighbouring Municipalities: The SDF must be aligned with the spatial development frameworks of neighbouring municipalities.

2.4. **Visual Representation of Spatial Form**: The SDF must provide a visual representation of the desired spatial form of the municipality, ensuring that it:

- Indicates where public and private land development and infrastructure investment should occur.
- Specifies desired or undesired space utilization in particular areas.
- May delineate the urban edge.
- Identifies areas requiring strategic intervention.
- Indicates areas where priority spending is required.

2.5. Spatial Planning and Land Use Management Act No. 16 of 2013 (SPLUMA) **Long-term spatial development vision:** Section 12 (1)(b) stipulates that the "SDF is informed by a long-term spatial development vision statement and plan".

2.6. **Direction for strategic developments, infrastructure and planned investments:** According to Section 12 (1)(k), the SDF must provide direction for strategic developments, infrastructure investment, promote efficient, sustainable and planned investments by all sectors and indicate priority areas for investment in land development.

2.7. **Specific arrangements for the implementation of public and private infrastructural and land development investment:** Section 12 (6) requires spatial development frameworks to outline specific arrangements for prioritising, mobilising, sequencing and implementing public and private infrastructural and land development investment in the priority spatial structuring areas identified in SDFs.

2.8. **Geographic Development Challenges and Opportunities**: The SDF must address the geographic development challenges and identify opportunities to attract public and private investment, stimulating growth. This must be done in strict compliance with SPLUMA sections 12 and 21, and the Municipal Systems Act (MSA).

2.9. **Ongoing Participation and Consultation**: To ensure social cohesion and collaborative decision-making, the service provider must design and implement a comprehensive participation and consultation process. This process must adhere to SPLUMA Section 12(1)(o), ensuring robust public engagement through various methods, including public meetings, exhibitions, debates, media discussions, and other platforms that foster active involvement. The service provider is required to detail these processes in their proposal, covering all phases of the SDF development.

2.10. **Development of a Monitoring and Evaluation System:** The service provider must establish a systematic Monitoring and Evaluation (M&E) system for the continuous improvement of the SDF's execution and implementation. In compliance with SPLUMA Section 21(p)(iv), the system must include an implementation plan with clearly defined targets, timelines, and monitoring indicators.

2.11. **Integration with IDP:** The SDF must be prepared as part of the municipality's Integrated Development Plan (IDP), in line with Section 20(2) of SPLUMA and Section 26(e) of the MSA. The service provider must demonstrate how the SDF will be integrated with the IDP in their proposal.

2.12. **Public Notice and Representation:** The service provider must ensure that the SDF complies with Section 20(1) of SPLUMA, which requires the Municipal Council to adopt the Spatial

Development Framework by publishing a notice in the Provincial Gazette. Before the Municipal Council adopts the SDF or any proposed amendments, the service provider must assist in giving notice of the proposed framework in the Gazette and media, as per Section 20(3) of SPLUMA. Additionally, the service provider must facilitate the process of inviting and managing public submissions, ensuring all representations are considered by the Municipal Council.

2.13. **Additional SDF Requirements**: The service provider is required to ensure that the SDF meets the following criteria as outlined in Section 21 of SPLUMA:

2.13.1. **Development Principles:**

Address the development principles of Spatial Justice, Spatial Sustainability, Efficiency, Spatial Resilience, and Good Administration.

2.13.2. **Five-Year Spatial Development Plan:**

Provide a written and spatial representation of a five-year development plan for the municipality's spatial form.

2.13.3. **Long-Term Vision:**

Include a long-term spatial development vision for the next 10 to 20 years, detailing desired growth and development patterns.

2.13.4. **Structuring and Restructuring Elements:**

Identify and prioritize significant structuring and restructuring elements such as development corridors, activity spines, and economic nodes for public and private investment.

2.13.5. **Population and Housing Estimates:**

Provide estimates of population growth and housing demand across different socio-economic categories for the next five years, including planned locations and densities of future housing developments.

2.13.6. **Economic Activity and Employment Trend:**

Estimate economic activity, employment trends, and their spatial distribution over the next five years.

2.13.7. **Infrastructure and Service Provision:**

Identify and quantify the location requirements for engineering infrastructure and services for existing and future needs over the next five years.

2.13.8. **Inclusionary Housing Policy:**

Identify areas where national or provincial inclusionary housing policies may be applied.

2.13.9. **Strategic Environmental Assessment:**

Conduct a strategic assessment of environmental pressures and opportunities, including the spatial location of environmental sensitivities, high-potential agricultural land, and coastal access strips.

2.13.10. **Incremental Upgrading Areas:**

Designate areas where incremental upgrading approaches to development and regulation will be applicable.

2.13.11. **Detailed Local Plans**

Identify areas requiring detailed local plans, where shortened land use development procedures and amendments to land use schemes may apply.

2.13.12. **Sectoral Policy Integration**

Provide a spatial expression of the coordination, alignment, and integration of sectoral policies across all municipal departments.

a) **Capital Expenditure Framework**

Develop a capital expenditure framework for the municipality's development programs, depicted spatially.

b) **Land Use Management Scheme**

Define the purpose, desired impact, and structure of the land use management scheme applicable in the municipal area.

c) **Implementation Plan**

Develop a detailed implementation plan that includes sectoral requirements, necessary amendments to land use schemes, institutional arrangements, implementation targets, dates, monitoring indicators, and partnership arrangements for the implementation process.

3. PROJECT BACKGROUND

The Greater Kokstad SDF is a strategic spatial planning tool aimed at guiding sustainable development within the Greater Kokstad Municipality, located in the Harry Gwala District of KwaZulu-Natal. Positioned along the N2 corridor, Kokstad serves as a key economic hub, making spatial planning crucial for regional integration, service delivery, and land-use management.

The SDF supports the municipality's Integrated Development Plan (IDP) by offering spatial guidelines for land use, infrastructure development, and environmental protection. It identifies a settlement hierarchy—with Kokstad as the primary node—and supports connectivity through key corridors like the N2, R56, and R617. Smaller settlements and rural areas are addressed through secondary and satellite nodes.

The SDF is informed by a Strategic Environmental Assessment (SEA), which integrates environmental sustainability into development planning. It focuses on biodiversity conservation, climate resilience, water management, and food security. The SEA outlines 12 environmental management objectives to guide spatial decision-making.

In addition, earlier visioning work, like the Integrated Sustainable Development Plan (ISDP), contributed long-term developmental goals, emphasizing youth participation and inclusive planning.

Overall, the SDF aims to balance growth, service delivery, and environmental stewardship while promoting equitable development across urban and rural areas.

4. AIMS OF THE PROJECT:

The Greater Kokstad Municipality intends reviewing the current Spatial Development Framework that will guide future development. The SDF must have a set of objectives, strategies and policy guidelines that direct development and development options to ensure that the envisaged long-term urban and rural structure and target deliverables are realised. The SDF should find a balance between Environment and Development especially since the economic base (agriculture, tourism, retail and manufacturing) are reliant on the natural resources for its existence.

Section 28(1) of the Municipal Systems Act, (Act 32 of 2000) indicates that "*each municipal council, within a prescribed period after the start of its elected term, must adopt a process set out in writing to guide the planning, drafting, adoption and review of its integrated development plan*".

This objective shall be achieved by the development of a SDF in GKM in compliance with the provisions of these guidelines. These comprehensive guidelines are therefore a component of these TOR and provide the necessary details. Practical lessons during implementation process should be well documented and recommendations made where the guidelines require improvement. The SDF shall be amended accordingly and made credible.

Compliance with the following important aspects of an SDF s indicated in the Chapter 4 of SPLUMA must be adhered to. Secton 12 subsection (1) (a) to (o) stipulates generally the areas an SDF must cover. In particular, section 21 (a) to (p) prescribes over and above the parameters of preparing for the development of a MSDF.

The proposed SDF must give effect to the development principles contained in SPLUMA:

- Spatial justice
- Spatial Sustainability

- Efficiency
- Spatial Resilience
- Good Administration

Critical need for a stakeholder's engagement process that is highly focused on outcomes based and strategic. Therefore, it is also very important to make sure that no one else is left out; everyone must have an opportunity to participate, *strive to ensure that the process is transparent. Consultation will be but, not limited to the following: -

- Government Departments such as COGTA, Public Works and DRDLR;
- KZN Wildlife;
- Property owners
- Informal Traders
- Taxi Associations
- Businesses
- NGOs and community workers
- Ward Councillors, representing the ward communities.

5. OBJECTIVES OF THE PROJECT

The primary objective of the project is to develop a credible, comprehensive and legally compliant SDF that will fulfil statutory obligations (i.e. SPLUMA and MSA) and respond to the current and future needs of the population. The SDF must be organic and adaptable, allowing for easy updates in response to changing circumstances and emerging needs. The SDF must be used as a spatial tool that can be implemented to achieve the desired spatial form envisioned by the Greater Kokstad Municipality. The SDF public and consultation process must demonstrate the mechanisms that promote collaboration between sectors—public, private, and business—and the community, to build a social compact that supports cohesive and inclusive development. Lastly, the SDF must incorporate a comprehensive Monitoring and Evaluation (M&E) system to ensure the continuous improvement of its execution and implementation.

5.1. The sub-objectives include the following:

5.1.1. The process for developing the SDF should be guided by the Spatial Development Framework Guidelines 2017 titled *"SDF Guidelines: Guidelines for the Development of Provincial, Regional and Municipal Spatial Development Frameworks and Precinct Plans,"* prepared by the former Department of Rural Development and Land Reform (DRDLR) as one of the guiding tools. These Guidelines are therefore a component of the Terms of Reference.

5.1.2. The Municipality considers it appropriate to adopt the guidelines from the Provincial Department of Cooperative Governance and Traditional Affairs (CoGTA) titled: "*A Guideline Document for the Municipal Spatial Development Framework and Spatial Development Plan Monitoring tools*". This ensures that the SDF aligns with the assessment requirements established by the Department of CoGTA that are outlined in SPLUMA.

5.1.3. The SDF must address the MEC comments of 2024/2025, and any other previous comments and gaps identified as part of the SDF assessment process.

5.1.4. The sub-objectives derived from the provisions of the MSA and the Municipal Planning and Performance Management Regulations include the following:

5.1.4.1. Address **Spatial Reconstruction** by identifying and categorizing settlements based on their level of service and proposing alternative service delivery methods in remote areas. This sub-objective is aimed at discouraging further expansion of settlements where urban sprawl is negatively impacting service provision, agricultural land, or environmentally sensitive areas. The service provider is required to provide a broad guideline that classifies settlements according to the level of infrastructure and service delivery (e.g., water, sanitation, electricity). Alternative methods may be suggested for remote or under-serviced areas, especially where conventional methods are not feasible.

5.1.4.2. Ensure spatial **alignment with the Integrated Development Plans (IDPs) and Spatial Development Frameworks (SDFs) of neighbouring municipalities**, including Harry Gwala and uMgungundlovu Districts. The service provider is expected to review the SDFs and IDPs of neighbouring municipalities to identify bulk services such as water, electricity, and transport infrastructure; show cross-border settlement patterns and their implications for service delivery and land use management; and address the alignment or non-alignment of service provision priorities and recommend cross-border planning interventions where necessary. This may require the service provider to have one-on-one engagements with the affected municipalities to ensure that the updated information is captured.

5.1.4.3. Prepare thematic spatial maps that differentiate between **desired and undesired land use** based on environmental risk, agricultural potential, and other criteria. The service provider is responsible for mapping out disaster-prone areas (e.g., flooding, fire, and other hazards) and restrict development in these zones; identify agricultural areas at risk of encroachment and formulate strategies to protect these lands; and designate areas for urban expansion, agricultural use, and environmental conservation.

5.1.4.4. **Delineate an Urban Edge** and development boundaries for growth centres in main urban and rural settlements. The service provider will analyze growth patterns in key settlements to establish urban edges; and designate development boundaries to prevent unchecked urban sprawl and protect surrounding agricultural and environmental areas.

5.1.4.5. Identify and prioritize **areas for strategic interventions and public investment**, aligning municipal priority areas with provincial spending priorities. The service provider must highlight areas of alignment and non-alignment between municipal and provincial priorities and recommend ways to close gaps. The service provider may utilize the NSDF, PSDF, RSDF and HGDM SDF and other national and provincial plans to identify priority intervention areas for national, provincial and municipal. This should culminate to a spatial representation of priority intervention areas that reflects both municipal and provincial investment priorities.

5.1.4.6. Set out a comprehensive **Capital Investment Framework (CIF)** for the municipality's development programs over segmented intervals (e.g., 2026-2030, 2031-2036, etc.). The service must identify key development projects and align them with municipal objectives over the next five-year intervals; spatially map these projects and show the capital investments in relation to the past five years (2021-2026); and provide a mechanism for updating the CIF annually to include new projects and programs.

5.1.4.7. Develop **detailed spatial linkage plans for core areas** and establish guidelines for priority intervention areas that will inform the Land Use Scheme (LUS). The service provider must prepare linkage plans for key urban nodes, showing how they connect to surrounding areas, including transport corridors and service delivery routes; and develop planning guidelines that target specific areas for growth and intervention.

5.1.4.8. Address the **spatial integration of sector-specific mandates** such as land reform, environmental conservation, infrastructure development, and socio-economic planning.

The service provider must engage with relevant government departments (e.g., Department of Agriculture, Department of Environment, Department of Public Works) to integrate sector mandates; and map out buffer zones, protected areas, and other sector-specific spatial interventions.

5.1.4.9. Set out **basic guidelines for the Land Use Management System (LUMS),** showing desired patterns of land use and potential zoning overlays for future development. The service provider must develop guidelines that indicate future land use zones for commercial, residential, industrial, and environmental areas. This must include overlays to guide the development of the Land Use Scheme and ensure alignment with the SDF.

5.1.5. Compliance with requirements set out under Chapter 4 of SPLUMA is *Mandatory*. The sub-objectives derived from the provisions of SPLUMA include the following:

5.1.5.1. Ensure inclusive public participation during the draft SDF phase. The service provider will facilitate the publishing of a notice in the Provincial Gazette (municipal expense) inviting public comments on the draft SDF within 60 days of publication. The notice should be in both English and isiZulu. The service provider will ensure a similar notice is placed in a local newspaper, also in two official languages, inviting written representations from the public and stakeholders. This notice will be made available on accessible platforms for viewing the SDF, including the municipal website and public venues like libraries or municipal offices.

5.1.5.2. Develop a long-term spatial development vision that aligns with SPLUMA Section 21 requirements. The service provider must formulate a 20-year vision (2026-2046) detailing the desired spatial growth and development pattern of the municipality; break down the vision into 5-year intervals, with spatially mapped objectives, strategies, and projects (2026-2030, 2031-2036, 2036-2040, 2041-2046).

5.1.5.3. The SDF includes both written and spatial representation for the 5-year spatial development plan (SDP) and capital investment framework (CIF). The service provider must develop a spatial development plan for the 2026-2030 period, extracted as a 5-year interval plan from the detailed Capital Expenditure Framework (CEF) for 2026-2046.

5.1.5.4. Identify key Structuring and Restructuring Elements, such as development corridors, activity spines, and economic nodes, that require structuring or restructuring. The service provider is expected to highlight areas where public and private investments should be prioritized (e.g., economic nodes, corridors, activity spines) and prioritize structuring elements like roads, transport hubs, commercial zones, and employment centres to stimulate economic growth.

5.1.5.5. Forecast population growth and the corresponding demand for housing across different socio-economic categories. The service provider will use demographic data from Stats SA to estimate population growth for 2026-2031, factoring in urban and rural migration patterns; estimate the housing demand across income levels and provide recommendations for the location, density, and type of housing development needed; and align housing plans with existing and planned infrastructure to avoid strain on municipal resources.

5.1.5.6. Estimate the economic activity and employment trends within the municipal area over the next five years. The service provider must conduct an economic analysis of current and projected trends in key sectors (e.g., agriculture, tourism, retail); and highlight economic nodes and employment hubs where development and investment should be concentrated.

5.1.5.7. Identify and quantify the bulk engineering infrastructure required for current and future developments. The service provider must conduct a desktop analysis of existing road, water, sanitation, stormwater, and electricity infrastructure; and forecast future infrastructure needs based on settlement growth patterns and projected housing and economic development.

5.1.5.8. Conduct a strategic assessment of environmental sensitivities and high-potential agricultural land. The service provider must identify disaster-prone areas (e.g., flood zones, fire risk areas) and other environmental sensitivities that should be protected; and map high-potential agricultural land to prevent encroachment and ensure long-term food security.

5.1.5.9. Identify areas where an incremental upgrading approach to informal settlements will be applied. The service provider must map informal settlements and categorize them based on potential for upgrading, formalization, or relocation; and develop an incremental upgrading strategy that aligns with the provision of essential services and infrastructure.

5.1.5.10. Designation of areas requiring more detailed local plans and shortened land use management procedures. The service provider must define priority areas where detailed local planning and land use management systems (LUMS) will be applied; and develop shortened land use procedures for these areas to fast-track development and service delivery.

5.1.5.11. Establish a 10–20-year capital expenditure framework that guides municipal development programs. The service provider must develop a spatially represented CEF that identifies strategic capital investments and infrastructure projects (2026-2046); and ensure that the

CEF is aligned with sectoral policies and is updated annually to reflect municipal priorities and budget allocations.

5.1.5.12. Define the purpose, structure, and desired impact of the Land Use Management Scheme (LUMS). The service provider must provide clear guidelines for land use zoning and overlays based on desired patterns of growth (e.g., commercial, residential, industrial, environmental); and ensure that the LUMS supports the SDF's spatial vision and development objectives.

5.1.5.13. Develop a comprehensive implementation plan with sectoral requirements, budgets, institutional arrangements, and monitoring indicators. The service provider must develop an implementation framework that includes policy improvements, institutional arrangements, priority investment areas, and project timelines; and establish a monitoring and evaluation system to track progress against implementation targets and indicators.

5.1.6. The SDF must give effect to the 5 development principles contained in the Spatial Planning and Land Use Management Act No. 16 of 2013:

- Spatial Justice.
- Spatial Sustainability.
- Efficiency.
- Spatial Resilience; and
- Good Administration

5.1.7. The SDF must be aligned to National and Provincial, District and Municipal Plans and Policies which include but are not limited to, the National Development Plan (NDP), National Spatial Development Framework (NSDF), Integrated Urban Development Framework (IUDF), Provincial Growth and Development Strategy (PGDS). Provincial Spatial Development Framework (PSDF), Provincial Transport Masterplan, Regional Spatial Development Framework, Eastern Seaboard (RSDF), District Growth and Development Strategy (DGDP), District Spatial Development Framework, District Development Model (DDM), District and Municipal IDP etc.

5.1.8. The SDF must give effect to the provincial norms and standards not limited to the Spatial Integration and its Tool, Environmental Climate Change, Cemeteries, and Crematoria.

5.1.9. The agricultural categories in the SDF must inform the agriculture sector and have spin-offs to the existing agriculture activities.

5.1.10. The SDF must give guidance to new networks (Moving towards smart cities innovation, introduction of smart technologies like free Wi-Fi to communities for easy access to the internet. Furthermore, development of applications (apps) that will assist in reporting faults). New networks that will link future economic activities to people and other affected land uses.

4. SPECIFICATIONS / SCOPE OF WORK

4.1. The following studies must be applied in the review and development of SDF:

4.1.1. Greater Kokstad Landscape Characterisation study (by INR) it could be used to identify areas for development and areas for no development. (No go areas) it could be used for guiding the scheme development.

4.1.2. Ukhahlamba Drakensberg Corridor study (2014) The planning principles, planning concepts are great, the buffer zones to be reflected and the importance in terms of development and no development, the trail zone, and other.

4.1.3. Building in the Berg (developed by KZN Wildlife)

4.1.4. All the Commission Policies on the berg (Your home in the berg, Drakensberg Policy Statement (1976), Southern Drakensberg Policy Statement (198?), Drakensberg Approaches Policy (1990), Special Case Area Plan for the Drakensberg, The Ukhuhlamba Drakensberg Park World Heritage Site Buffer Zone scheme and Policy.

4.1.5. UDPWHS integrated Management Plan

4.2. The scope of the project is to **review** and development of a Spatial Development Framework for the Greater Kokstad Municipal area which borders a portion of the Ukhahlamba Drakensberg Park World Heritage Site. All of which will assist in the development of the REVIEWED SDF.

4.3. The main areas which will need to be addressed in the REVIEWED SDF include, amongst others:

4.3.1. Socio-economic marginalisation of some in terms of spatial patterns of development and services. The lack of a socio-economic plan in regard to the economic opportunities and constraints in regard to occupations and income levels, job opportunities, markets (periodic), services, wealth in rural areas, migration patterns, growth patterns and constraints

4.3.2. The preconditions for local and sustainable economic development are not developed.

4.4. A clear position and long-term view of development in the public interest.

4.5. The cumulative impact of facilities and infrastructure tend to erode the unique character of the region.

4.6. Breakdown in the application of strategic intent of policies in daily decision making.

4.6.1. The absence of a framework for public investment.

4.6.2. The lack of a policy on retail development.

4.6.3. The **absence of an environmental framework plan** for the Municipality which considers; the conservation plan, biodiversity plan, ecological dimensions and their elements, core green elements, green space, green movement, protection elements and opportunities and constraints, ecological integrity and landscape characterisation.

4.6.4. The **absence of an agricultural plan** which identifies opportunities and constraints, valuable agricultural land in urban areas and outside, water, arable land, biodiversity, conservation, livestock carrying capacity, soil capability, irrigation opportunities and constraints.

4.6.5. Matters to be considered include: densification, infill development, restructuring, integration, climate change, heritage and conservation, subsidised housing, transport and land use, agriculture and protecting assets, interface development at urban edges, disaster management and development of resorts.

4.7. The scope of the project also includes outputs such as:

4.7.1. The provision of a 30-year vision (and goals) and 5-year implementation plan, monitoring plan and review plan.

4.7.2. The identification of urban edges/settlement edges for the Greater Kokstad Municipality in terms of the Department of Co-operative Governance and Traditional Affairs' Guideline 5: Defining Limits on Settlement Expansion: The issue of the Urban Edge.

4.7.3. The identification of conservation and ecologically sensitive areas in terms of "no development areas" and "development areas with restrictions" defined in a plan.

4.7.4. The identification of a range of agricultural areas which are defined in a plan using the Department of Co-operative Governance and Traditional Affairs' Guideline 8: Integration of Agro-hydrological Issues into Municipal Spatial Planning within KwaZulu-Natal.

4.7.5. The identification of and provision of urban design considerations

4.7.6. The identification of socio-economic elements, access to services and mapping access and poverty.

4.7.7. The identification of important views from the roads, sense of place, heritage, cultural and historical elements and the creation of a plan of opportunities and constraints.

4.7.8. The identification of accessibility and to make recommendations on movement and public transport.

4.8. Capital Investment Framework

4.8.1. Recommendations on service and facilities such as: education, social welfare, health, movement, water, energy and emergency services in line with the Capital Investment Framework.

4.8.2. Harry Gwala District Environmental Management Framework

4.8.3. Alignment of the GKM SDF to the Harry Gwala Strategic Environment Assessment (SEA)

4.8.4. Nodal Precinct Development Plans i.e Kokstad, Franklin and Swartberg

4.8.5. Scheme extension (Urban Edge) i.e Kokstad Town Planning Scheme

4.8.6. Spatial representation of Municipal Infrastructure i.e Services and infrastructure back-log.

6. DELIVERABLES

6.1. The following seven critical milestones/phases as stipulated in the Spatial Development Framework Guidelines of the erstwhile Department of Rural Development and Land Reform shall be achieved by each SDF:

6.1.1. **Phase 1: Start-Up/Inception**

6.1.2. **Phase 2: Policy context and vision directives**

6.1.3. **Phase 3: Spatial challenges and opportunities**

6.1.4. **Phase 4: Spatial proposals**

6.1.5. **Phase 5: Implementation Framework**

6.1.6. **Phase 6: Consultation**

6.1.7. **Phase 7: Final SDF**

6.1.8. **Phase 8: Close out and Brochure of summarized SDF**

6.2. Details about the relevant deliverables for each milestone are contained below, each service provider is expected to consult the SDF guideline document 2017 while preparing the proposals and when executing the project. The information below is only a guide and bidders may improve on this proposal.

PHASE 1: START UP

Step 1: Pre-Inception Meeting

Convene a pre-inception meeting between the Municipality and service provider. This meeting will define the expected products and unpack the required standards. The discussion will address the following aspects:

- Agree on the scope of work with sector stakeholders and formalize it in a Service Level Agreement and Memorandum of Understanding with the service provider.
- The structure and level of participation versus consultation, including contact points and engagement sessions.
- The logical approach and structure for mapping, focusing on spatial targets and priority areas.
- The structure, form, and content expectations for the Capital Investment Framework (CIF), Spatial Development Plan (SDP) and Capital Expenditure Framework (CEF).
- Institutional arrangements (Establish the Technical and Project Steering Committee).
- Initiate the data collection process and identify the data required for the project.
- The specific products to be developed.

Step 2: Project Management Team Meeting to discuss Inception Report, Communication Plan, and Project Plan

- The service providers will:
  - Prepare a detailed project work plan and Gantt chart, presented as an Inception Report. This report will outline specific actions, date-specific timeframes, and responsibilities for the entire project.
  - Develop a Communication Plan that identifies stakeholders (including people, organizations, interested and affected parties, traditional councils, and Ward committees) who will be engaged throughout the SDF preparation. The plan should ensure buy-in from all stakeholders, both during the drafting phases and after the draft SDF is developed. Additionally, it must specify reporting lines, contact details, and Project Steering Committee (PSC) meeting dates to monitor progress.

The service provider to have a meeting with the Project Management team (technical meeting) and agree on the number of meetings to be held throughout the project cycle

Step 3: Presentation to Project Steering Committee

- Present the Inception Report and consultative process to the Project Steering Committee to achieve consensus. The Municipality must provide written acceptance of the Inception Report.

Step 4: Presentation to Municipal Council

- Conduct a presentation to the Municipal Council to inform them of the project's commencement. Multiple presentations may be necessary to adhere to protocols, such as presenting to the Planning Portfolio Committee and the Executive Council before presenting to the Full Council.

Deliverable:

- 3x hardcopies and 1x digital copy of Inception Report detailing the process to be followed, including a Communication Plan with internal and external stakeholders, a project GANTT chart,
- List of data collected
- Maps in A3 format

Consultation

- Sector departments and Municipal Council.

PHASE 2: POLICY CONTEXT AND VISION DIRECTIVES

Step 1: Review and Synthesize Legislative & Policy Context

- Synthesize the legislative and policy context by considering relevant national, provincial, and municipal policy directives.
- Ensure alignment with Provincial Norms and Standards, the Spatial Equity Tool, Environmental Climate Change strategies, and Cemeteries and Crematoria regulations.
- Outline the spatial directives arising from the national, provincial, and municipal spatial policy review.
- Show alignment of applicable legislation and policies to the GKM LM context

Step 2: IDP and Sector Plan inputs

- Review the most recent IDP, all relevant municipal sector plans, and surrounding sector plans in terms of strategic focus and key challenges identified.
- The recent SDF assessment and respective MEC comments should also guide the review of the SDF.
- The COGTA SDF assessment template must be utilized as a checklist tool to ensure that all bases are covered for assessment.

Step 3: Formulate Draft Vision

- Conduct initial discussions on the key spatial issues that need to be addressed to collaboratively develop a draft vision for the municipal area.

Step 4: Monitoring and Evaluation (M&E): Baseline

- Identify key focus areas to be monitored within the SDF, including:
  - Spatial Development Patterns
  - Infrastructure and Services
  - Economic Activity and Employment
  - Environmental Sustainability
  - Housing Demand and Supply
  - Cross-Boarder Alignment

- Identify Implications for Policies and Legislation
- Establish specific, measurable, attainable, relevant, and time-bound (SMART) indicators for each focus area.
- Design a review and reporting process, with quarterly and annual reports highlighting progress against baseline targets.
- Include stakeholder feedback mechanisms, allowing for the inclusion of community input in the M&E process.

Step 4: PSC Meeting

- Present the Policy Context and Vision Directives Report to the Project Management Team, including the proposed M&E framework.

Deliverable

- 1x Consolidated report on the Policy context and vision directives.
- Incorporating a comprehensive M&E framework baseline.

Consultation

Engage with municipal and sector departments, public entities, community representatives, and all other relevant stakeholders, ensuring that the M&E requirements are communicated and integrated into the consultation process.

PHASE 3: SPATIAL CHALLENGES AND OPPORTUNITIES

Step 1: Biophysical, Socio-Economic and Built Environment Analysis

- Conduct an analysis of the socio-economic situation of the municipality in terms of legacy, current, and future challenges, which includes:
  - Provide an overview of population growth estimates for the next five years from based on Stats SA 2022, future socio-economic needs based on the age distribution, labour force potential, and dependency ratios, estimates of urban and rural economic activity, employment trends, and demand for housing across different socio-economic categories. Include analysis of cultural socio-economic trends and other socio-economic pressures and opportunities.
  - Identify legacy, current, and future challenges in the socio-economic environment, focusing on spatial implications (e.g., inequality in access to services, housing shortages).
  - Synthesize the data to inform spatial planning, particularly in terms of housing, service delivery, and infrastructure needs in different settlements and neighbourhoods.
  - Summarize and spatialize the findings into a municipally scaled diagrammatic map of key socio-economic challenge areas.
  - Identify socio-economic development opportunities, such as potential areas for housing, job creation, or social infrastructure investment.

- Conduct an analysis of the biophysical spatial environment, focusing on legacy, current, and future challenges:
  - Provide an overview of the spatial location of environmental sensitivities, including high-potential agricultural land, biodiversity hotspots, and other environmental considerations relevant to the municipality.
  - Identify legacy, current, and future challenges to the biophysical environment, such as land degradation, water scarcity, and the impact of climate change, with particular attention to their spatial implications.
  - Summarize and spatialize the findings into a municipally scaled diagrammatic map of the key biophysical challenge areas.
  - Identify biophysical development opportunities, such as areas suitable for conservation or sustainable agricultural development.

- Conduct an analysis of the built environment, focusing on legacy, current, and future challenges:

- Provide a strategic overview of the built environment pressures, identifying significant structural elements of the municipality's spatial form (e.g., development corridors, urban nodes, and rural settlements).
- Assess the status quo and quality of the built form, including heritage areas, infrastructure quality, land uses, and patterns of activity.
- Identify legacy, current, and future challenges, focusing on urban growth, infrastructure deficiencies, and housing demand, with particular attention to their spatial implications.
- summarize and spatialize the findings into a municipally scaled diagrammatic map of the key built environment challenge areas.
- Identify built environment development opportunities, such as areas for densification, urban regeneration, or sustainable infrastructure development.

- Define the range and type(s) of settlements within the municipality. This should include:
- Using range, threshold, and density criteria to categorize different settlements (urban, peri-urban, rural, etc.).
- Service typology provision and settlement hierarchy, considering access to services such as healthcare, education, and infrastructure.
- Prioritizing settlements for intervention based on their socio-economic, built environment, and biophysical needs.
- Identifying settlements with multiple needs, such as those with poor access to basic services, underdeveloped infrastructure, or high unemployment, for focused strategic intervention.

- Develop a systematic mapping system to document:
- Key socio-economic, biophysical, and built environment challenges and opportunities spatially.
- Settlement types, growth areas, and priority intervention zones.
- Spatial relationships between built environment pressures, socio-economic trends, and biophysical constraints, providing a holistic view of the municipality's development potential.

Step 2: Assessment of SDFs of the neighbouring municipalities

- SDFs and Spatial Proposals from adjacent Municipalities to be considered to ensure alignment.

Step 3: SWOT analysis

- SWOT analysis based on the analysis conducted for the bio-physical, built, and socio-economic environment.

Step 4: PSC meeting

- Presentation to PSC on the consolidated report.

Deliverable:

- 1x hard copy and 1x digital copy of the Consolidated report on the spatial challenges and opportunities.

- GIS Shapefiles

Consultation

Engage with municipal and sector departments, public entities, community representatives and all other related bodies based on the context of the municipality.

PHASE 4: SPATIAL PROPOSALS - 3 MONTHS

Step 1: Spatial concept and final Vision

- Create a spatial concept that visually represents and spatializes the final vision for the municipal area. This concept must illustrate the desired long-term development trajectory based on the synthesis of key socio-economic, biophysical, and built environment challenges and opportunities identified in Phase 3.
- The spatial concept should accommodate different scales of emphasis, reflecting various planning scales, from municipal-wide to area-specific interventions.
- Update the draft vision developed in Phase 1 to ensure alignment with the refined spatial concept. The vision should reflect a forward-looking, cohesive framework that integrates socio-economic, environmental, and built environment considerations.
- Develop individual maps for urban and key areas, offering specific spatial proposals and interventions at a more granular level for those places that are vital to the municipality's development.

Step 2: Spatial Strategies

- Formulate a 20-year long-term Spatial Development Framework (SDF), providing a strategic development trajectory for the municipality. This long-term framework should:
  - Outline 20-year strategies and projects/programmes that support sustainable development and provide clear spatial planning directives.
  - Incorporate milestones and key focus areas to guide the municipality's development in alignment with the overall vision.
  - Improved Comprehensive LUS guidelines are expected out of the process of formulating the SDF.

Step 3: Draft SDF

- Incorporate spatial strategies into the vision, ensuring that they are spatially reflected in the mapping process.
- Focus on mapping critical intervention areas with greater detail for targeted implementation. This should include key urban centres and important nodes in the Greater Kokstad Municipalit), which require singular, detailed mapping for better planning and decision-making.
- The series of maps to be combined into a composite SDF map.

- Develop more detailed proposals for settlements within the municipal jurisdiction based on the SDF strategies after developing the composite SDF.
- Compile all of the elements of Phase 1, Phase 2 and Phase 3 into a draft SDF report.

Step 4: PSC meeting

- Presentation of the composite draft SDF document and maps.

Deliverable:

- 1x hardcopy and 1x digital copy of the draft SDF document containing spatial proposals and final vision.
- GIS Shapefiles

Consultation

Facilitate and convene specialist discussions and/or focus group meetings to discuss key sectoral and area-based strategies and proposals of the draft SDF.

PHASE 5 – IMPLEMENTATION FRAMEWORK

Step 1: Supporting Policies

- Develop a set of policies that will support the implementation of the spatial proposals as contained within the SDF.

Step 2: Supporting Guidelines

- Develop a set of required guidelines that are relevant to the achievement of the spatial strategies, such as guidelines on heritage and conservation, social facility provision, or rural/traditional areas.
- Develop guidelines for the LUMS which will determine the purpose, desired impact and structure of land use management for the municipality in accordance with the SDF proposals and any amendments that will be required. This will include, but not limited to, guidelines on overlay zones, shortened land use development procedures and the amendment of zoning rights.

Step 3: Spatial Development Plan (SDP), Capital Investment Framework (short term) and Capital Expenditure Framework (long term)

- Develop a Capital Expenditure Framework (CEF). Capital Investment Framework (CIF), and Spatial Development Plan (SDP).
- The CIF should address the prioritization, mobilization, sequencing, and implementation of public and private infrastructure and land development investments, particularly in the priority intervention areas identified in the Spatial Development Framework (SDF).

- Create a Capital Expenditure Framework (CEF) that provides a long-term vision for the next 20 years, identifying priorities, institutional arrangements, and implementation requirements.
- Divide the CEF into four 5-year interval Spatial Development Plan (SDP) / Capital Investment Framework (CIF):
  - 1-5 years (2026-2031)
  - 6-10 years (2031-2036)
  - 11-15 years (2036-2041)
  - 16-30 years (2041-2056)

- Each project/programme in the CEF, CIF/SDP should be represented in tabular formand spatially depicted using GIS. The table should include the following attributes:
  - Project number
  - Project name
  - Project description
  - Project objective
  - District municipality
  - Local municipality
  - Main place/sub-place of the project
  - Co-ordinates (latitude and longitude)
  - Duration/time period of the project
  - Proposed start date
  - Proposed end date
  - Total project/programme cost
  - Total budget allocation to the project/programme
  - Confirmation of budget availability (Yes/No)
  - Expenditure columns for 20 years, breaking down expenditures for each year i.e. Year 1 (2026), Year 2 (2027), Year 3 (2028), Year 4 (2029), Year 5 (2030), Year 6 (2031), Year 7 (2032), Year 8 (2033), Year 9 (2034), Year 10 (2035), Year 11 (2036), Year 12 (2037), Year 13 (2038), Year 14 (2039), Year 15 (2040), Year 16 (2041), Year 17 (2042), Year 18 (2043), Year 19 (2044), Year 20 (2045).
  - Responsible organization/component
  - Responsible person
  - Implementer/agent/funder/investor (public or private)
  - Progress column to track the status of each project/programme.

Step 4: Draft Implementation Framework

- Compile the supporting policies and guidelines as well as the capital investment framework into a consolidated draft implementation framework.

Step 5: Monitoring and Evaluation (M&E): Target Measurement Alignment

Align the targets of the policies as set out in the implementation framework with the monitoring and evaluation targets.

- Align the targets of the guidelines as set out in the implementation framework with the monitoring and evaluation targets.

- Align the targets of the institutional requirements as set out in the implementation framework with the monitoring and evaluation targets.

Deliverable

1x hard copy and 1x digital copy of the Consolidated Implementation Framework, Policy targets Guideline targets, and Institutional targets repor

Consultation

Engage with municipal and sector departments, public entities, community representatives, and all other related bodies based on the context of the municipality.

PHASE 6: CONSULTATION

Step 1: Presentation to Council

- Presentation of the Final Draft to the Greater Kokstad Municipal Council to obtain a Council
- Resolution, allowing for a notice to be Published in the Gazette that the GKM intends to develop a Spatial Development Framework.

Step 2: Advertisement and meetings

- Give notice of the proposed municipal spatial development framework in the Gazette and the media. Service provider is responsible for drafting the notice and facilitating engagement with the public but the actual gazetting will be the cost of the municipality.
- Invite the public to submit written representations in respect of the proposed municipal spatial development framework to the Municipal Council within 60 days after the publication of the notice.
- Conduct Public meetings with various stakeholders, ward meetings etc.

Step 3: Consider and Incorporate Comments

- Consider all representations received in respect of the proposed municipal spatial development framework.
- Tracking of comments incorporating in the SDF.

Step 4: Consolidation report

- Prepare consultation report based on various engagements including attendance registers, meeting resolutions, objections or letters of support etc.

Deliverable

- 1x hard copy and 1x digital copy of the Consolidated Consultation report (with attendance registers)
- Evidence of advert, notices

Consultation

- Public
- Municipal Council

PHASE 7: FINAL SDF

Step 1: Sector Plan Alignment

- Facilitate follow-up discussions with the relevant municipal departments to discuss required alignment interventions to ensure that the SDF proposals are incorporated into all relevant sector plans.

Step 2: Priority Local Plans

- Initiate the delineation and implementation of the required local area plans or precinct plans as set out in the capital investment framework.

Step 3: Capital Investment Framework into IDP

- 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.

Step 4: Final SDF

- Refine, update and finalise the draft SDF and implementation framework.
- Prepare Executive summary brochures, pamphlets or posters of the key spatial proposals contained within the SDF report.

Step 5: PSC meeting

- Present final SDF to PSC for Endorsement.

Step 6: Council Adoption

- Submit the final SDF report local municipal officials and Council for approval.
- NB: It should be noted that in terms of SPLUMA a gazette notice must be published once the SDF has been adopted by Council.

Deliverable:

- 3x hard copies and 1x digital copy of the Final SDF document and composite map
- GIS shapefiles

Consultation

- PSC
- Council

PHASE 8 – CLOSE OUT

The final delivery consists of:

- Close out report outlining the following:
  - Overview of the process followed
  - Summary of meeting dates
  - Summary of Payment dates
  - Challenges & Lessons learned

- Brochure of a summarised SDF.
- PSC meeting to conclude the project.

Deliverable:

Closeout report with final submission documents and brochure of summarized SDF. The report will encompass metadata, shape files, MXDs, and maps

6. **PROJECT DURATION AND BUDGET**

7.1. It is expected that the project be completed in 12 months effective from the date of appointment. Target dates budget percentages are set out below.

PROJECT PHASE	% ALLOCATION	TIMEFRAME
OUTPUT		12 Months
Phase 1: Start-Up	5%	1 month from the date of appointment
Phase 2: Policy Context and Vision Directives	5%	2 months
Phase 3: Spatial Challenges and Opportunities	20%	3 months
Phase 4: Spatial Proposals	20%	3 months
Phase 5: Implementation Framework	10%	3 Months
Phase 6: Consultation	10%	3 months
Phase 7: Final SDF	10%	2 months

The budget should be in keeping with the phases of the project. ***All costs such as travel accommodation, workshop catering and disbursements**,* shall be incorporated within the ***single project budget estimates for each phase***. All expenditure relating to the project shall be assumed to be subsumed within each phase. Only the total amount relating to each phase shall appear on the respective invoices.

NB: Kindly note that the above scope of work is subject to change and can or may be reduced or increased at any given time as may be determined by the Greater Kokstad Municipality

8. **EXPECTED OUTCOMES**

8.1. The SDF should seek to influence the overall spatial distribution of current and future land use within a municipality.

8.2. The SDF should respond to the government's strategic priorities from National, Provincial, and local (NDF, NSDF, PSDF, PGDS, PSEDS, DGDP, IDP etc). The end product must contribute positively towards local economic development, sustainable livelihoods in rural areas, and poverty alleviation.

8.3. The SDF must give effect to the requirements set out under section 21 of SPLUMA.

8.4. The SDF must be both a vertical and a horizontal alignment tool for government-wide activities, plans, policies, and legislation. It must be a tool to facilitate the structured implementation of programmes and be an effective decision-making instrument.

9. PROJECT TIMEFRAME

(1) All work is to be carried within **12 months** after the date of the inception meeting, which inception meeting should take place **30 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.

10. PROJECT STEERING TEAM

11.1. The project will be managed via a Project Steering Committee which will be appointed by the Municipality. The Steering Committee will comprise representatives of stakeholder and service organizations and will be chaired by the Municipality's appointed representative on this project. The project will be managed in accordance with the Inception Report, to be compiled by the Service Provider. The inception report will contain a Gantt chart which shall specify milestones and associated reports/ products in terms of which, and upon satisfactory performance of which, payment is to be made. The final amount shall be released after the Project Management Team/ Project Steering Committee are satisfied that the Terms of Reference have been met. The

Steering Committee is expected to meet a maximum of 5 times during the course of the project. These meetings will be held within the municipal area or virtually as may be determined convenient and appropriate. It is envisaged that the Project Steering Committee will comprise of the following:

- Representation from the Municipality:
  - Greater Kokstad Municipality internal departments:
    - Traffic.
    - Technical services.
    - Human Settlement.
    - Local Economic Development.
    - Disaster Management.
    - Community services.
    - Fire.
    - Sports.
    - Performance Management System (PMS)
- Representation from the Harry Gwala District Municipality.
- Government Sector Departments
  - Department of Transport (DoT).
  - Department of Cooperative Governance and Traditional Affairs (COGTA).
  - Department of Rural Development & Traditional Affairs (DRDLR).
  - Department of Economic Development and Environmental Affairs (EDTEA)
  - Department of Water Affairs & Forestry.
  - Department of Social Development (DSD).
  - Department of Sports and Recreation.
  - Eskom.
  - Ezemvelo KZN Wildlife (EKZN).
  - Other
- Business community.
- Ward councillors.
- Ward Committees.

11. PROJECT MANAGEMENT COMMITTEE

11.1. The Project Management Team (Municipality and service provider) to meet on a regular basis (bi-monthly) for the purpose of project management, monitoring progress and financial reporting requirements. The Service Provider to meet when required by the Project Management Team. The Project Management Team shall comprise of the following:

- Representation from CoGTA,
- Representation from the Municipality, and
- Representation from the service provider (Project Leader).

12. Institutional Arrangements

12.1 The service provider must be accountable to the Executive Manager: Economic Development and Spatial Planning

12.2 The service provider must be under the direction of the Manager: Spatial Planning, Human Settlements and Building Control or his nominee.

12.3 The Service Provider will institute a steering committee in consultation with the Greater Kokstad Municipality to assist in the management of the project.

13. INFORMATION GATHERING, Provincial and National Guidelines

13.1 The successful Service Provider will liaise closely with the department's DIS/ GIS unit in sourcing project-required information.

13.2 The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within the local and other spheres of government and parastatals to obtain relevant information that is required for the project. Existing information on SDFs which are available within the municipality will be made available to the successful service provider.

13.3 The current National and Provincial Planning Documents and Scheme Development Guidelines need to be obtained and localised, where appropriate.

13.4 The Service Provider will be supplied with a letter from COGTA confirming appointment for it to use when requesting information. However, the responsibility for specifying and collecting the information necessary for the successful execution of the project remains entirely with the Service Provider.

14. SERVICE PROVIDER: RESPONSIBILITIES IN TERMS OF ACTIVITIES, REPORTING AND COSTS

14.1 At least one project management meeting is to be held bi-monthly.

14.2 Once a month the Service Provider will submit a progress report to the Department which includes an activity plan (this plan must detail the anticipated programme and expenditure for the next month).

14.3 Payment is based on a product basis as per the Project Programme. Other costs which might arise must be built into the quoted price for items as set out in the Project Programme. Claims in respect of disbursements, data, acquisition, or recoverable and travelling costs must form part of that particular deliverable.

14.4 The service provider will be responsible for all matters relating to the deliverables, including; acquisition and processing of data, meetings and workshops, all matters pertaining to the production and submission of the reports, project management and secretarial support.

14.5 All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.

14.6 The service provider is to ensure all reports are clear and accessible and all data and datasets are compatible with the format used by the Municipality and the Department of Co-operative Governance and Traditional Affairs.

14.7 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the Municipality except where duly authorized to do so in writing by the Municipality.

14.8 The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of the Municipality.

14.9 The Municipality will not reimburse the successful tenderer for claims for costs associated with travel and related matters.

14.10 All team members that will be directly involved in the project will be expected to attend all meetings as scheduled. 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 Department.

15. RELEVANT SKILLS AND EXPERIENCE

1. Below is a summary of Mandatory requirements:

The Project leader must hold a ***tertiary qualification in planning*** which is recognised for registration in the category of Professional Planner by the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act 2002 ***and must be registered*** with SACPLAN as a Professional Planner. A Copy of valid registration certificate is to be attached to the proposal and proof of payment of SACPLAN fees for 2024/2025.

1. Skills and abilities required in the team to execute the project include the following:
   1. Town and Regional/Development Planning;
   2. Planning Policy
   3. Rural Planning experience;

4. Sound experience in working with Traditional Authorities.
5. Sound Participatory Planning experience;
6. Sound local/indigenous knowledge land use practices research experience;
7. Thorough understanding of IDP,SDF, SEA, Scheme Development, strategic planning process, and Design;
8. Proven Scheme Development, SDF, Precinct/Framework Plan compilation experience;
9. Sound understanding of Scheme inter-relationship with land legal issues, technical, indigenous/local knowledge, cadastral, social, economic, land use, transport, environmental, and regulatory data sets.
10. Sound GIS proficiency;
11. Project Management;
12. Facilitation and translation skills;
13. Research, analytical, writing and communication skills;
14. Ability to think strategically;
15. Legal drafting; and
16. Use of Development Communication Media and innovative approaches to land management in local contexts.

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

15.4 The Team Leader, Spatial Planner, Land Legal Expert, Indigenous/Local Knowledge Team Member and the Team Secretary will be attend all the Steering Committee meetings. Relevant team members that are directly involved in the particular project phase are be expected to attend progress report meetings. 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 Project Steering Committee.

16. MANDATORY Capacity building and skills transfer

Skills development is an integral part of the project. The process should ensure that skills development and skills transfer occurs within the project and is to be achieved with Municipal Planning staff. Proposals should indicate how skills development and transfer will be achieved, monitored and evaluated within each phase of the project. Skills transfer is not to seen as that which might occur during councillor and stakeholder meetings and feedback sessions within the project. Genuine, hands-on planning work within the project is an essential aspect of this aspect of the ToR.

17. TERMS AND CONDITIONS OF THE PROPOSAL

17.1. General

17.1.1 Awarding of the proposal will be subject to the Service Provider's express acceptance of the Greater Kokstad Municipality's Supply Chain Management general contract conditions.

17.1.2 The Service Provider will sign a Memorandum of Agreement with the Greater Kokstad Municipality upon appointment.

17.1.3. Staffing requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Project Steering Committee.

17.1.4 All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.

17.1.5 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of that the Municipality except where duly authorized to do so in writing by the Municipality.

17.1.6 The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of the Municipality.

17.1.7 Greater Kokstad Municipality reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.

17.1.8 The short-listed service providers may be required to do a presentation in person and at their own cost should it be deemed necessary to do so.

18. REMUNERATION

18.1 The Greater Kokstad Municipality shall remunerate the Service Provider in respect of its services in accordance with the following conditions:

1. The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall submit a tax invoice to the Department for work completed and invoiced in accordance with the items set out in Appendix 1.
2. The Department shall pay to the 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.
3. In the event of the Greater Kokstad Municipality not being satisfied with the performance of the Service Provider, the Greater Kokstad Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
4. In the event of the entire amount or a portion of the invoice being disputed by the Greater Kokstad Municipality, only that portion in dispute shall be withheld form payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.

5. The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

19. FEES AND DISBURSEMENTS

19.1. Claims for recoverable costs will not be reimbursed.
19.2 The Greater Kokstad Municipality will not reimburse the successful tenderer for claims for costs associated with travel and related matters.
19.3 Because the basis of payment is on a phase based product system, as set out in Appendix 1, all costs that may arise must be built into the proposal price *per* phase and be set out as *per* Appendix 1. All claims in respect of disbursements, incidental expenditure, workshop and travelling costs will not be reimbursed.

20. CONTRACT CONDITIONS

<u>Contract Service Level Agreement:</u>

The successful Service Provider will be required to enter into a contract with the Greater Kokstad Municipality, for a period of 12 months.

<u>Budget:</u>

The Greater Kokstad Municipality has a limited budget for this project. Service Providers are invited to submit proposals in accordance with Supply Chain criteria. The charge out rates and budget for the project must be set down by the Pricing Schedule attached as Appendix 1.

21. EVALUATION CRITERIA

21.1. FUNCTIONALITY (100)

With regards to functionality the following criteria will be applicable and the maximum score of each criterion are indicated in brackets.

Criteria	Basis for points allocation	Score	Max. Points	Verification Method
Schedule of work carried out by Tenderer	**5** or more completed projects as a Service Provider for **Review/Development of a Spatial Development Framework**	50	50	Signed Order or Letter of Appointment and signed Certificate of Completion or Reference Letter of the same project
	4 completed projects as a Service Provider for **Review/Development**	40		

	of a Spatial Development Framework			completed must be attached and are required to claim points. **NB: POINTS WILL ONLY BE GIVEN FOR EACH PROJECT WHERE THE TENDERER HAS SUBMITTED ALL REQUIRED DOCUMENTS**.
	3 completed projects as a Service Provider for **Review/Development of a Spatial Development Framework**	30		
	2 completed projects as a Service Provider for **Review/Development of a Spatial Development Framework**	20		
	1 completed projects as a Service Provider for **Review/Development of a Spatial Development Framework**	10		

Proposed Key Personnel	**<u>REGISTERED PROFESSIONAL PLANNER WITH SACPLAN</u>** • Bsc/BTech Degree: Town and Regional Planning/Urban Planning and at least 10 years post graduate experience and having been involved in 5 or more projects in the review/development of a Spatial Development Framework **REGISTERED <u>PROFESSIONAL PLANNER WITH SACPLAN</u>** • Bsc/BTech Degree: Town and Regional Planning/Urban Planning and at least 5 years post graduate experience and having been involved in 3 or more projects the review/development of a Spatial Development Framework	50 30	50	CV with Certified qualification certificates, proof of registration as a Professional Planner with SACPLAN and ID copies of ALL key personnel must be attached and are required to claim any points. **NB: Certification on documents must not be older than 6 months certification of a previously certified document will not be accepted. a copy of a previously certified document will not be accepted. failure to certiy will result in zero point**. **NB: Points will only be allocoted whre the CV, certified copies of qualification certificates and proof of registration with SACPLAN and ID is attached.**

A bidder that scores less than 60 points out of 100 in respect of "functionality" will be regarded as submitting a non-responsive quote and will be disqualified and will be not evaluated for price.

POINTS AWARDED FOR PRICE AND SPECIFIC GOALS POINTS

The following preference point systems are applicable to this bid:

The 80/20 system for requirements with a Rand value below R50 000 000.00

The value of this bid is estimated to be below R50 000 000.00 and therefore the 80/20 system shall be applicable.
Points for this bid shall be awarded for:
Price and Preferential Procurement Framework Act

The points allocated for price will calculated as follows:
80/20 Preference point system [(for acquisition of services, works or goods with a Rand value below R1million) (all applicable taxes included).
Where

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

Ps = Points scored for comparative price of bid or offer under consideration
Pt = Comparative price of bid or offer under consideration
Pmin = Comparative price of lowest acceptable bid or offer.

Points scored will be rounded off to the nearest 2 decimal places.

POINTS AWARDED FOR PRICE AND SPECIFIC GOAL POINTS

The following preference point systems are applicable to this bids:

The 80/20 system for requirements with a Rand value below R50 000 000.00

The value of this bid is estimated to be below R50 000 000.00 and therefore the 80/20 system shall be applicable.
Points for this bid shall be awarded for:
Price and Preferential Procurement Framework Act

The points allocated for price will calculated as follows:
80/20 Preference point system [(for acquisition of services, works or goods with a Rand value below R1million) (all applicable taxes included).
Where

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

Ps = Points scored for comparative price of bid or offer under consideration
Pt = Comparative price of bid or offer under consideration
Pmin = Comparative price of lowest acceptable bid or offer.

Points scored will be rounded off to the nearest 2 decimal places.

Step 2: Calculation of points for specific goals

The following preference point systems are applicable to this bids:

The 80/20 system for requirements with a Rand value below R50 000 000.

The value of this bid is estimated to be below R50 000 000.00 and therefore the 80/20 system shall be applicable.

Points for this bid shall be awarded for:

Price and Preferential Procurement Framework Act

The points allocated for price will calculated as follows:

80/20 Preference point system [(for acquisition of services, works or goods with a Rand value below R1million) (all applicable taxes included).

Where

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

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

Points scored will be rounded off to the nearest 2 decimal places.

Step 2: Calculation of points for specific goal points

Points will be awarded to a bidder for attaining the required goals and submitting the required documentation as requested below:

The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on ownership and RDP goals.

PREFERENCE	80/20	Documents required for verification
GOAL 1 – Ownership- Maximum Points	**10**	
Business owned 50% or more by black person	5	▪ Detailed CSD
Business owned 50% or more by black women	5	▪ Detailed CSD
GOAL 2 – RDP- Maximum Points	**10**	
Promotion of business located within KwaZulu Natal	10	▪ Refer to Section J

A bidders will not be disqualified from the bidding process if they did not submit the required documentation for specific goals; no point will be allocated to the bidder.

The points scored for price will be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

A bid will not be disqualified from the bidding process if the bidder has not submitted the required documentation for specific goals, but no specific goal points will be allocated to such bidder.

The points scored for price will be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

Total points for the price and specific goal points must not exceed 100

VERY IMPORTANT:

IF ANY OF THE ABOVEMENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN THEIR ENTIRETY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE AND DISQUALIFIED

In evaluating and adjudicating the bid the following criteria will be considered:

a. Compliance with bid requirement
b evaluation of functionality
c. Value for money
d. PPPFA and associated regulations

MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

MBD 3.1

DESCRIPTION	QUANTITY	AMOUNT
COMPANY STAMP		
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

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

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

CONDITIONS OF TENDER

- Price(s) quoted must be valid for at least thirty (120) days from date of offer for evaluation purposes.
- Price(s) or rates quoted must be firm and include VAT (**Non-compliance** with the Value Added Tax Act,1991; i.e. In terms of this Act **it is mandatory** for any business **to register for VAT** if the income earned in any consecutive twelve (12) month period exceeds or is likely to exceed R 1 million.
  NB: Bidder/s failing to comply with this provision of the Value Added Tax Act,1991 **WILL NOT BE CONSIDERED**, therefore rejected)

- Tenderers SARS Tax PIN/CSD must be attached.
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaires, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid (MBD 9).

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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 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 or 90 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest 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 claimed (80/20 system) (To be completed by the tenderer)
GOAL 1 – Ownership- Maximum Points	**10**	
Business owned 50% or more by black person	5	
Business owned 50% or more by black women	5	
GOAL 2 – RDP- Maximum Points	**10**	
Promotion of business located within KwaZulu Natal	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

....
SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: ....
DATE: ....
ADDRESS: ....
....
....
....

MBD 8

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	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 *audi alteram partem* rule was applied). **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.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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**

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

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 Municipality / Municipal Entity)

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

I certify, on behalf of:

____that:

(Name of Bidder)

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 consortium[3] 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.

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.

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

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer and are attached hereto.

Addendum No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

<u>PLEASE ATTACH TO THIS PAGE A COMPLETE COPY OF EACH ADDENDUM ISSUED.</u>

NAME: ………………………………………………… POSITION: ………………………………..

SIGNATURE: ....………………… DATE: ……......................................

(of person authorised to sign on behalf of the Bidder)

"<u>FAILURE TO COMPLETE, SIGN AND DATE THIS FORM OR FAILURE TO ACKNOWLEDGE RECEIPT OF EACH ADDENDUM ISSUED OR FAILURE TO RETURN WITH THE TENDER SUBMISSION A COMPLETE COPY OF EACH ADDENDUM ISSUED SHALL RESULT IN THE TENDER BEING CONSIDERED NON-REPONSIVE AND SUCH A TENDER SHALL BE REJECTED.</u>"

INSTRUCTIONS TO BIDDERS

PUBLICATION REFERENCE:

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

1. Services to be provided

These services required by the Contracting Authority are described in these Terms of Reference/Specification.

2. Participating and sub-contracting

2.1 Participation in this bid is open to everyone.

2.2 Bids should be submitted by the same service provider or consortium, which has submitted the proposal based on the above. **No change whatsoever in the identity or composition of the bidder is permitted;**

2.3 Short-listed service provider or consortia are allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract;

2.4 Sub-contracting will be allowed, only in so far as it was stated in the initial bid.

2.5 Duplication of bid document is prohibited.

3. Contents of Bids

Bid must comprise of a financial offer must be submitted with the bid.

4. Financial offer

The financial offer must state the bidder's price in South African Rand for providing the services according to its Technical offer and the bidders offer must be inclusive of vat and any other relevant taxes.

The same person, who signed the corresponding must sign this document.

5. Submission of samples

Where necessary, Prospective service providers may be requested to supply samples to the Municipality to enable verification of SABS and SANS specifications on samples provided and compliance with Local Content Criteria. These are to be supplied at the request of the Municipality prior to the evaluation of compliant bids. **Samples supplied will serve as standard quality.**

6. Variant solutions

Any variant solutions will not be taken into consideration.

Period during which Bid are binding

Bidders are bound by their bids for 120 days after the deadline for the submission of bids. In exceptional cases, before the period of validity expires, the Contracting Authority may ask bidders to extend the period for a specific number of days, which may not exceed 40.

The successful bidder must maintain its bid for a further 60 days from the date of notification that its bid has been selected for the contract.

7. Additional information before the deadline for submission of bidders

The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

Bidders may submit questions in writing to the following address up to 10 days before the deadlines for submission of bids, specifying the **publication reference** and the **contract title:**

Attention: Ms. A. Mahlaka
Greater Kokstad Municipality
75 Hope Street
P.O. Box 8
KOKSTAD
4700
Email: andiswa.mahlaka@kokstad.gov.za

Any prospective bidders seeking to arrange individual meetings with either the Contracting Authority during the bid period may be excluded from the bid procedure.

Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 7 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.
Visit by individual prospective bidder during the bid period are not permitted other than the site visit for good reasons.

8. Submission of Bids

Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

Any infringement of these rules (e.g. unsealed envelops) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

a) The address for submission of bid indicated above;);
b) The words “Not to be opened before the bid opening sessions”;

c) The pages of the Technical and Financial offers must be numbered.

9. Alterations or Withdrawal of Bids

9.1 Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

9.2 Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with clause 8. The envelope must be marked “Alteration” or “Withdrawal” as appropriate.

10. Costs for preparing Bids

No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder. In particular, if proposed key members were interviewed, all costs shall be borne by the bidder.

11. Ownership of Bids

The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

12. Confidentiality

The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee’s decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

The evaluation reports and written records are for official use only and may be communicated to neither the bidders nor to any party other than the Contracting Authority.

13. Ethics clauses / Corruptive practices

a) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.

b) The bidder must not be affected by any potential conflict of interest.

c) The Greater Kokstad Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, “corrupt practices” are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

d) Bids will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

14. Documentary evidence required from the successful Bidder

The successful bidder will be informed in writing that its bid has been accepted (notification of award). Before the Contracting Authority signs the contract with a Successful bidder, a successful bidder may be requested to provide additional information as deemed necessary by the Contracting Authority.

This evidence or these documents must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the bidder. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

If the successful bidder fails to provide these documents or is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

15. Signature of contract(s)

Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

The other candidates will be informed that their bids were not accepted, by means of a standard letter.

16. Cancellation of the Bids procedure

In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

Cancellation may occur when:

- The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;

- The economic or technical data of the project have been fundamentally altered;
- Exceptional circumstances or *force majeure* render normal performance of the contract impossible;
- All technically compliant bids exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

17. Intentions to award

Bidders will be informed of the Municipality's intention to award (notification of the intention to award). A notice will be sent to bidders or will be uploaded on the Greater Kokstad Municipality Website.

THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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 Vendor, 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 Vendor 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 with 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 consignee’s 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 Vendor 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 Vendor and not involving the Vendor’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 Vendor 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 Vendor 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/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 Institution purchasing the goods/works and/or service.

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 ancillaries 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 Vendor covered under the contract.

1.25 **"Written"** or **"in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.

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

3. General

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

3.2 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

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

5. Use of Contract Document and Information; Inspection

5.1 The Vendor 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 Vendor 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.

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

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

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

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

6. Patent Rights

6.1 The Vendor 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.

7. Performance Security

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

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

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

b) A cashier’s or certified cheque.

7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

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

8.2 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 Institution or an organization acting on behalf of the Institution.

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

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

8.5 Where the 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 Vendor.

8.6 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.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor 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 Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

9.1 The Vendor 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.

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

10. Delivery and Documents

10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.

10.2 Documents to be submitted by the Vendor are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The Vendor 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 Vendor of any warranty obligations under this contract;

e) training of the Purchaser’s personnel, at the Vendor’s plant; and /or

f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:

a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and

b) in the event of termination of production of the spare parts:

   i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

   ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Vendor 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 Vendor 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 Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

15.4 Upon receipt of such notice, the Vendor 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.

15.5 If the Vendor, 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 Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

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

16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 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

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

20. Subcontractors

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

21. Delay in Vendor's Performance

21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.

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

21.3 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.

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

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor 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.

21.6 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 Vendor'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 Vendor.

22. Penalties

22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

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

a) if the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or

c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor 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 Vendor 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 Vendor.

23.5 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.

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

(i) the name and address of the Vendor and / or person restricted by the Purchaser.

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Countervailing Duties and Rights

24.1 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

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on Insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Vendor 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.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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 Vendor any monies due the Vendor.

28. Limitation of Liability

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

a) the Vendor 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 Vendor to pay penalties and/or damages to the Purchaser; and

b) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Purchaser 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. Transfer of contract

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

34. Amendments of contracts

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

35. National Industrial Participation Programme

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

36. Prohibition of Restrictive Practices

36.1 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).

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

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

APPROVAL OF THE TOR'S BY EXECUTIVE MANAGER

INITIALS AND SURNAME	
DATE	
SIGNATURE	