

# GREATER KOKSTAD MUNICIPALITY



GREATER  
**KOKSTAD**  
MUNICIPALITY  
PROVINCE OF KWAZULU-NATAL

## TENDER DOCUMENT

REVIEW OF THE 2018 GREATER KOKSTAD MUNICIPALITY'S WALL TO WALL LAND USE  
MANAGEMENT SCHEME AND RURAL LAND USE POLICY

**BID No- GKM 09-25/26**

**CLOSING DATE:** 29 AUGUST 2025

**VIRTUAL COMPULSORY BRIEFING:** 21 AUGUST 2025 at 10h00, Meeting ID: 362 054 666 781 1  
**Passcode:** Zt3Ut7if – Microsoft Teams

**CLOSING TIME:** 12H00

**NAME OF BIDDER:** .....

**POSTAL ADDRESS:** .....

.....

.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**E- MAIL ADDRESS:** .....

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

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PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GREATER KOKSTAD MUNICIPALITY					
BID NUMBER:	GKM 09-25/26	CLOSING DATE:	29 AUGUST 2025	CLOSING TIME:	12H00
DESCRIPTION	<p align="center"><b>REVIEW OF THE 2018 GREATER KOKSTAD MUNICIPALITY'S WALL TO WALL LAND USE MANAGEMENT SCHEME AND RURAL LAND USE POLICY</b></p>				
<p align="center"><b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b></p>					
<p><b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b></p>					
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	..... _____		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	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	<a href="mailto:andiswa.mahlaka@Kokstad.gov.za">andiswa.mahlaka@Kokstad.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:samora.madikizela@kokstad.gov.za">samora.madikizela@kokstad.gov.za</a>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED)</b>	
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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER .....

CAPACITY UNDER WHICH THE BID IS SIGNED .....

DATE: .....

# **TENDER ADVERT**

## INVITATION TO BID

**BID NO.: GKM 09-25/26**

### **REVIEW OF THE 2018 GREATER KOKSTAD MUNICIPALITY'S WALL TO WALL LAND USE MANAGEMENT SCHEME AND RURAL LAND USE POLICY**

The Greater Kokstad Municipality hereby invites proposals from reputable Service Providers for the review of the Greater Kokstad Municipality's Wall to Wall Land Use Management Scheme and Rural Land Use Policy

The scope of work and bid requirements is 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.

<b>PREFERENCE</b>	<b>80/20</b>	<b>Documents required for verification</b>
<b>GOAL 1 – Ownership- Maximum Points</b>	<b>10</b>	
Business owned 50% or more by black person	5	▪ Detailed CSD
Business owned 50% or more by black women	5	▪ Detailed CSD
<b>GOAL 2 – RDP- Maximum Points</b>	<b>10</b>	
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 21 August 2025 at 10h00, Meeting ID: 362 054 666 781 1 Passcode: Zt3Ut7if - Microsoft Teams.**

Sealed tenders marked “**Bid No.: GKM 09-25/26**” must be deposited in the **BOX** located at the Reception Area, 75 Hope Street, Kokstad, not later than **29 August 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.

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](mailto:samoramadikizela@kokstad.gov.za)

Supply Chain Management enquiries: Ms. A. Mahlaka Tel. 039 797 6700, or email:

[andiswa.mahlaka@kokstad.gov.za](mailto: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.***

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**MR S R ZWANE  
MUNICIPAL MANAGER  
NOTICE NO.: 09-2025/2026**

## **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**

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**REVIEW OF THE 2018 GREATER KOKSTAD MUNICIPALITY'S WALL TO WALL LAND USE  
MANAGEMENT SCHEME AND RURAL LAND USE POLICY**

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**BID NUMBER: GKM 09-25/26**

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

- Price (s) or rates quoted must be firm and must be inclusive of VAT
- Copy of CSD (Central Supplier Database) report (not older than 3 months), if not attached the CSD Number on MBD 1 will be used for verification.
- Bidders must submit proof that the company and the director/s of the company do not owe rates and taxes or Municipal service charges for a period longer than 90 days. **Bidders must refer to section J for the required document.**
- Printed copy of SARS Tax Pin for further verification, **if not attached the CSD printout will be used to verify the tax compliance status. Bidders will not be eliminated for not attaching copy of the SARS tax compliance certificate.**
- Completed and signed Municipal Bidding Documents, if MBD 6.1 is not signed, bidders will lose the points and will not be disqualified.
- Director/s Proof of Professional Registration SACPLAN (Valid Registration Certificate)
- NB: failure to meet above criteria will lead to disqualification.

**The following conditions will apply:**

- Price(s) or rates quoted must be valid for at least a hundred & twenty (120) days from the date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT
- The total bid price must be CARRIED OVER to MBD 1
- All the required documents must be attached.

**NB: No quotations will be considered from persons in the service of the state or persons who owe rates, services, and taxes to any Municipality for a period longer than 90 days.**

## 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:

<b>Returnable Schedules (Documents) for Tender Evaluation Purposes</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Has the Tender Document been completed in <b>BLACK INK</b> and all corrections counter-signed? <b>(No correction fluid used)</b>			
Have all tendered amounts been arithmetically checked, and the correct total bid price been carried forward to MBD 1? <b>Bidders who do not put prices on MBD 1 will be eliminated.</b>			
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 <b>(company documents to be attached for all JV Partners i.e CSD, Tax Verification certificate, etc)</b>			
Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the tenderer signed the register <b>(when applicable)</b>			
Has the tenderer fully completed the Declaration of Interest (MBD 4) form, <b>(Directors must be listed on the table on MBD 4 form)</b>			
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 <b>DIRECTOR/S</b> of the company do not owe Municipal rates <b>(Refer section J for the required documentation)</b> .			
Has the tenderer attached proof that the <b>COMPANY</b> does not owe Municipal rates <b>(Refer section J for the required documentation)</b> .			
Central Supplier's Database registration certificate - <b>Detailed CSD</b>			
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](http://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<sup>1</sup>.
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<sup>2</sup>):.....

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](http://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 **must attach the authority to sign letter or must complete** the certificate set out below for the relevant category **if the resolution letter is not attached.**

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 partner, 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	Addresses	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:**

<input type="checkbox"/>	I / We hereby consent to the above
<input type="checkbox"/>	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

<b>Proof that the Bidder (Company) does not owe rates</b>	<b>Tick whichever is attached.</b>
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 - <b>the affidavit must clearly state the reasons why the company is not owing rates and taxes or any Municipal charges.</b>	

**(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.

<b>Proof that the director/s do not owe rates for more than 90 days</b>	<b>Tick whichever is attached.</b>
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 - <b>the affidavit must clearly state the reasons why the director/s do not owe rates and taxes or any Municipal charges.</b>	

**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**

### **REVIEW OF THE 2018 GREATER KOKSTAD MUNICIPALITY'S WALL TO WALL LAND USE MANAGEMENT SCHEME AND RURAL LAND USE POLICY**

**GKM 09-25/26**

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# **NAME OF THE PROJECT: REVIEW OF THE 2018 GREATER KOKSTAD MUNICIPALITY'S WALL TO WALL LAND USE MANAGEMENT SCHEME AND RURAL LAND USE POLICY**

## **1. INTRODUCTION OF THE PROJECT:**

Land Use Schemes are tools used by municipalities to guide and manage development and building use and land use in accordance with the vision, objectives and broad strategic focus of the IDP, SDF and its associated Strategic Environmental Assessment (SEA).

Municipal Planning is a function assigned to municipalities in terms of section 156 of the Constitution of the Republic of South Africa read with Part B of Schedule 4 and in terms of which municipalities have both executive authority and a right to administer to the extent set out in Section 155.

The National Government has enacted the Spatial Planning and Land Use Management Act (Act No 16 of 2013), which requires all municipalities to develop and introduce Land Use Schemes in their area of jurisdiction by 2018. The National Government enacted the Spatial Planning and Land Use Management Act (SPLUMA) in 2013, and the Act became operative on 1 July 2015.

The SPLUMA is a national framework legislation that introduces a uniform spatial planning and land use management system in South Africa. It provides for the sustainable and efficient use of land, whilst ensuring and providing for cooperative and intergovernmental relations between the three (3) spheres of government. It also seeks to redress the injustices of the past through an equitable spatial planning and land use system.

Section 24 of the Spatial Planning and Land Use Management Act of 2013 (SPLUMA) specifies that a municipality must, after public consultation, adopt and approve a single land use scheme (LUS) for its entire municipal area within five years from the commencement of the act.

The SPLUMA defines a Land Use Scheme as a document for the regulation of land use. It is an integral part of a system for regulating and managing land use and conferring land use rights. It regulates authorisation by a competent authority, and lawful development and/use of land. As such, a LUS has the force of law.

## **2. PROJECT BACKGROUND:**

In terms of the Local Government: Municipal Systems Act No. 32 of 2000 (hereafter noted as the MSA) all Municipalities are required to prepare an Integrated Development Plan (IDP) for their area of jurisdiction. Section 26 (e) of the MSA stipulates that all municipalities are required to compile Spatial Development Frameworks (hereafter noted as SDFs) as an essential aspect of their IDP's.

A key component of the SDF is a set of municipal wide guidelines that inform a Scheme development process.

Subsequently, the Spatial Planning and Land Use Management Act 16 of 2013 (hereafter noted as SPLUMA) notes that as per Section 24 (1), *“a Municipality must, after public consultation, adopt and approve a single land use scheme for its entire area within five years from the commencement of this Act”*. As such, each municipality must have adopted a wall-to-wall scheme by the year 2018/2019.

In March 2018 the Greater Kokstad Municipal Land Use Management Scheme and Rural Land Use Policy for implementation. The Act requires that Municipalities must review Land Use Scheme every five years from the date of the last adopted Land Use Scheme.

In addition to the requirements of legal compliance and sustainability, basic to the drafting of such, is the need to provide for the local incorporation into such, of national and provincial sector-specific policies and guidelines. Central to this process is the drive toward redressing imbalances.

### **3. AIMS OF THE PROJECT:**

The main objective of the project is to review the current wall-to wall Planning Scheme to ensure legal compliance and sustainability, for the complete Municipal Area. The planning scheme will focus on detailed management controls (clauses and maps) for the entire municipality. Note that areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will need to be managed with the necessary wisdom and will also have management controls which will need the necessary approval from the National Department. The management controls must provide appropriate management guidance for the Municipality’s area of jurisdiction.

### **4. OBJECTIVES OF THE PROJECT**

4.1. Central to this project is the imperative to provide clear development and regulatory land and building management based on a new generation scheme that will encompass the following objectives:

- To provide clarity on what may or may not occur on particular areas of land;
- To promote the certainty for land use and management thus creating investor confidence;
- To promote amenity, efficient land use practices and reserve land for essential services;
- To resolve conflict between different land uses and to control negative externalities;

- To enable the mix of convenient land usage, efficient movement processes and promote economic development;
  - To identify environmentally sensitive and potential risk areas as well the necessary mitigation measures required for resultant issues;
  - To protect natural, cultural and religious resources, unique areas, eco-system services, areas of archaeological and historical significance and land with agricultural potential;
  - To ensure public involvement in land management decision making processes;
  - To provide for sound local regulation and enforcement procedures;
  - To accord recognition to indigenous and local spatial knowledge, land use practices and land allocation processes;
  - To ensure the collaborative designation areas for future use; and
  - To ensure that schemes are developed in a collaborative manner aiming at social justice and the equitable regulation of contested spaces.
- 4.2. A continuum of detail is to be used within the Planning Scheme and the Rural Land Use Management Policy to accommodate for variations within the municipal area (Urban and Settlement areas, Traditional Areas, a Rural Land Use Management Policy which will apply to the areas subject to Subdivision of Agricultural Land Act 70 of 1970). Whichever aspects of the continuum are adopted, a collaborative usage of the Guidelines for the Preparation of Schemes for Municipalities (2011) and the Spatial Planning in Rural Kwa-Zulu Natal Toolkit need to be taken into consideration.
- 4.3. The Planning Scheme and the Rural Land Use Management Policy must give effect to the development principles contained within SPLUMA, including:
- ✓ Spatial Justice;
  - ✓ Spatial Sustainability;
  - ✓ Efficiency;
  - ✓ Spatial Resilience; and
  - ✓ Good Administration
- 4.4. The products will be compiled with due regard to the provisions of Section 24 and 25 of SPLUMA.

## 5. SPECIFICATIONS / SCOPE OF WORK

### A SUMMARY OF THE SCOPE OF WORK

- 5.1 The project shall follow the following phases:

Phase	Description
Phase 1	Project initiation and <b>Project Inception Report</b> with Work Plan developed in keeping with the Terms of Reference (ToR). The work plan must clarify key project management questions such as; what, when, where, who, why and how. This report must specify the technical details of the datasets to

	<p>be used and reference material to be used. A process plan showing the mapping logic to be provided which should include the data to be used and the systematic mapping of the data from informants and constraint maps leading to composite maps.</p> <p>As part of finalising the inception report there needs to be an introduction of the scheme, the team and scheme process to key stakeholders and the Municipal Council.</p> <p>Five hard copies and five electronic copies of the product must be submitted.</p>
Phase 2	<p><b>Interim Report</b> for a Land Use Management Framework /Policy Position for a Wall-to-Wall Scheme for Greater Kokstad Municipality. A Spatial concept, initial Spatial (mapping) representation of the matter and key elements of the project to be provided. The interim report should also provide a gap analysis of the work undertaken previously on the Greater Kokstad scheme.</p> <p>Key in this report is a map or series of maps which show the existing land uses per property (what the actual property is used for, height, coverage). The existing development rights need to be mapped as well.</p> <p>A refined process plan showing the mapping logic to be provided which should include the data to be used and the systematic mapping of the data from informants and constraint maps leading to composite maps (Map key).</p> <p>Data collection and logical and systematic application on how the data will be used is to be provided. Participation and Consultation with identified interested and affected parties will be required and a summary of issues and resolutions reflected in this report.</p> <p>Five hard copies and five electronic copies of the product must be submitted.</p>
Phase 3	<p><b>Draft Report for a Land Use Management Framework and Policy Position</b> for a Wall-to-Wall Scheme for the Greater Kokstad Municipality. This report takes the interim report further and deals with the <b>Context: Data collected, analysis and synthesis drawing conclusions and recommendations</b> – including the Land Audit (title deed, servitude and ownership restrictions) and Land Rights Inquiry (development rights). Informant maps to be logically and systematically (build on one another) linked to one another culminating in maps with clearly synthesized information.</p> <p>Participation and Consultation with interested and affected role players will be required and a summary of issues and resolutions reflected in this report.</p> <p>Five hard copies and five electronic copies of the product must be submitted.</p>
Phase 4	<p><b>1. Draft Scheme Map and Clauses</b> (Land use and development parameters) for the entire Greater Kokstad municipal area. The areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will have maps and clauses but will have to be packaged as a separate entity for ease of submission to the relevant departments.</p>

	<p><b>2. Draft Companion Document</b></p> <p>This document will provide the background to the development of the scheme, the justification for the manner in which the scheme was developed, a set of application forms relevant for the scheme, address procedures that maybe necessary and will be translated into the appropriate language for public usage.</p> <p>Once the public participation processes (Phase 5 and Phase 7 have been completed this document will include synthesized participation and consultation report of comments made by the public and interested and affected parties.</p> <p>Five hard copies and five electronic copies of the product must be submitted.</p>
Phase 5	<p><b>Participation and Consultation Report.</b> This involves participation and consultation with communities and role players who are affected by the proposals. Records of participation and consultation with interested and affected parties and role players will be required. Records of Workshops, agenda, minutes and resolutions. This report will result in the amendment of the following reports:</p> <ol style="list-style-type: none"> <li>(1) Draft Land Use Management Framework and Policy Position for a Wall-to Wall scheme for Greater Kokstad municipality.</li> <li>(2) Draft Wall-to-Wall Scheme Clauses (Land use and Development parameters) for Greater Kokstad municipality.</li> <li>(3) Draft Wall-to-Wall Scheme Maps for Greater Kokstad municipality.</li> <li>(4) Draft Companion Document.</li> </ol> <p>The areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will have maps and clauses but will have to be packaged as a separate entity for ease of submission to the relevant departments.</p> <p>Five hard copies and five electronic copies of the product must be submitted.</p>
Phase 6	<p><b>Final Draft Products:</b></p> <ol style="list-style-type: none"> <li>(1) Final Draft Land Use Management Framework and Policy Position for a Wall-to Wall scheme for the Greater Kokstad municipality.</li> <li>(2) Final Draft Scheme Maps for the entire municipal area.</li> <li>(3) Final Draft Scheme Clauses for the entire municipal area.</li> <li>(4) The areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will have maps and clauses but will have to be packaged as a separate entity for ease of submission to the relevant departments.</li> <li>(5) Companion Document (background to the development of the scheme, justification for the manner in which the scheme was developed, include synthesized participation and consultation report of comments made by the public and interested and affected parties. A set of application forms relevant to the scheme are developed and translated into the appropriate language for public usage).</li> </ol>

	<p>The areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will have maps and clauses but will have to be packaged as a separate entity for ease of submission to the relevant departments.</p> <p>Five hard copies and five electronic copies of the product must be submitted.</p>
Phase 7	<p><b>Application procedures and Adoption</b></p> <p>The service provider to ensures that the Application is SPLUMA compliant. Relevant documents to be advertised (inclusive of the informant information) by the Service Provider in consultation with the Municipality/ Project Management Team.</p> <p>Comments received in regard to the scheme to be synthesized by the Service Provider and presented to the Project Steering Committee for agreement on inclusion/ amendment of the Clauses and Maps.</p> <p>The final documents are then submitted to Council for its consideration and final adoption. The Municipal Manager needs to then subsequently certify and sign/ date the documents and Scheme Mapping adopted by Council. The final approved documents shall include the following:</p> <ol style="list-style-type: none"> <li>(1) The Land Use Management Framework and Policy Position;</li> <li>(2) The Scheme Clauses for the entire municipal area;</li> <li>(3) The Scheme Mapping and Overlays for the entire municipal are.</li> <li>(4) The areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will have maps and clauses but will have to be packaged as a separate entity for ease of submission to the relevant departments.</li> <li>(5) The companion documents (The Final participation and consultation Report [inclusive of the comments by the public in regard to the PDA advertising period] to be combined with this document, this document should also make reference to the data sets used, the background to the scheme and justification for the manner in which the scheme was developed);</li> <li>(6) The Skills Transfer Report; and</li> <li>(7) The GIS Data sets.</li> <li>(8) Certified copy of the adopting resolution</li> </ol> <p>Five hard copies and five electronic copies of the product must be submitted.</p>
Phase 8	<p><b>Handover Process</b></p> <p>The final approved documents need to be approved by Council and endorsed by the Municipal Manager (including the maps). The Municipal Manager will sign, date and noted adoption date on the following :</p> <ol style="list-style-type: none"> <li>(1) The Land Use Management Framework and Policy Position;</li> <li>(2) The Scheme Clauses for the entire municipality;</li> <li>(3) The Scheme Mapping and Overlays for the entire municipality;</li> <li>(4) The Areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will have maps and clauses but packaged as a separate entity for ease of submission to the relevant departments.</li> <li>(5) The companion documents (inclusive of the Final participation and consultation Report, and PDA comments, amongst other matters);</li> <li>(6) The Skills Transfer Report; and</li> </ol>

	<p>(7) The GIS Data sets.</p> <p>(8) Certified copy of the adopting resolution.</p> <p>Five hard copies and five electronic copies of the product must be submitted.</p>
Phase 9	<p><b>Close out Report and Process</b></p> <p>The close out report encompasses a thorough reflection on:</p> <p>(1) The extent to which the objectives of the project have been achieved;</p> <p>(2) The challenges experienced and how they were / were not resolved;</p> <p>(3) Recommendations on the process improvements to the process.</p> <p>(4) Budget aspects.</p> <p>(5) Areas of the scheme that will need to be addressed in a review.</p> <p>Five hard copies and five electronic copies of the product must be submitted.</p>

5.2 The scope of work for each phase shall pay strict attention to the objectives of the project as detailed above.

5.3 The project will engage other state and parastatals stakeholders as specified in the inception report.

## 6. DELIVERABLES

### 6.1 PHASE 1: A Project inception report.

**A Project inception report to include, amongst other things:**

6.1.1 The proposed method to be followed, timelines, associated budgets and milestones.

6.1.2 The presentation of the Inception Report to the Project Steering Committee must include the key elements mentioned hereunder.

6.1.3 The inception report should include:

6.1.3.1 The overall project Work Plan which must clarify key project management questions such as; what, when, where, who, why and how.

6.1.3.2 The inception report to outline of the format and structure of the final report, a method, methodology and data requirements report, in order to obtain approval to proceed with the task.

6.1.3.3 The report to specify the Datasets and shape files to be used and to what end.

6.1.3.4 A Public Participation and Consultation Process Plan indicating all interested and affected parties inclusive of names and contact numbers;

6.1.3.5 The Project Communication Plan which needs to identify Interested and Affected parties, communities, interest groups, Departments, Organizations and Service Providers of water, electricity and amongst others and ;

6.1.3.6 The Service Provider is required to hold meetings with the following groups of people and will there explain the intention of the project and how it will impact upon, and benefit, those who reside within the municipal area. These meetings will ensure an understanding of what the planning documents and will achieve the sufficient capacitation of key role players to be able to

participate meaningfully in the public participation process later in the project period. Key participants include:

- (i) Councillors
- (ii) Affected local communities
- (iii) Affected government departments (eg National and Provincial Departments of Agriculture, Environmental Affairs, Transport, Water and Sanitation ect)
- (iv) Ward councillors
- (v) Ward committees
- (vi) Business and community organisations
- (vii) Harry Gwala District Municipality (eg Planning, Water and Sanitation bulk Departments).
- (viii) Adjacent municipalities in respect of their actual or intended schemes which will abut or could influence, or be influenced by, the Schemes developed in this project.

6.1.3.7 The Skills Transfer Process Plan;

6.1.3.8 The stages of Council involvement to be identified. Where applicable, an item needs to be prepared, explaining why the scheme is prepared and what the background to the project is. This should include a brief overview of current Schemes applicable to the Municipal area, if applicable.

6.1.3.9 The number of hard copies and digital copies to be identified and submitted per deliverable.

6.1.3.10 The GIS format of Shapefiles, MXD and Metadata is to be specified in the inception report that will be provided to the Department and municipality on completion (Handover).

6.1.3.11 The project programme to clearly outline:

- (i) Dates that Deliverables will be submitted to the Project Steering committee (PSC) members for familiarization prior to the PSC meeting and presentations (Products need to be submitted 1 week before the PSC meeting).
- (ii) Dates that Project Steering committee (PSC) members need to comment on the products presented at the PSC meeting (comment to be provided 1 week after PSC meetings).
- (iii) Dates of Project Steering Committee meetings.
- (iv) Dates of Project Management meetings.
- (v) Dates per deliverable when corrections will be finalised.
- (vi) Dates per deliverable that invoices are to be submitted to the department.
- (vii) The budget of the project and payment tranches.

6.1.4 As part of finalising the inception report there needs to be an introduction of the scheme, the team and scheme process to key stakeholders and to Council.

6.1.5 Five hard copies and five electronic copies of the product must be submitted.

## **6.2 PHASE 2: Interim Report for a Land Use Management Framework and Policy Position**

Interim Report should address the following:

- 6.2.1 This report should be built on clear planning principles, concepts and ideas which should be shown in diagrams and tables.
- 6.2.2 This report should identify the strategic and key elements and questions for developing a scheme that cover areas of conservation (wild/wilderness), rural and urban contexts within the Greater Kokstad Municipality.
- 6.2.3 The report should identify the key policy informants and constraints to be considered when developing a wall-to-wall scheme in the Greater Kokstad Municipality bearing in mind the different landscapes and characteristics.
- 6.2.4 The report should also specify the informants and constraints and data required per context within the Greater Kokstad Municipality leading to composite maps.
- 6.2.5 The Interim Report should specify a process plan showing the logical approach used in the information and mapping (informants and constraints) leading to composites and outcomes.
- 6.2.6 The following data (amongst other data) will need to be sourced and used in a logical systematic planning manner to inform the development of the planning scheme:
  - 6.2.6.1 Topography and slope analysis;
  - 6.2.6.2 Ezemvelo KZN wildlife data (2014) on Biodiversity, climate corridors, Provincial list of threatened ecosystems and species, amongst others;
  - 6.2.6.3 Environmental Studies eg Environmental Management Framework, SEA factors and strategic interventions (sound environmental analysis);
  - 6.2.6.4 National Biodiversity Framework;
  - 6.2.6.5 Bioregional Plans and Provincial Biodiversity Management Plans, stewardship sites - it will be necessary to meet with KwaZulu-Natal Ezemvelo Wildlife to understand the data bases and obtain necessary information;
  - 6.2.6.6 Catchment areas;
  - 6.2.6.7 Registered Protected Areas, Provincial Protected Areas, Nature Reserves, World Heritage Sites, Protected Forest Areas, Mountain Catchment Areas;
  - 6.2.6.8 Mapping of Important view landscape areas, Water Plans, dams and rivers.
  - 6.2.6.9 Cultural heritage and sites of cultural or ecological significance (AMAFA);
  - 6.2.6.10 Protection of Agricultural resources and other (Agriculture data 2015).
  - 6.2.6.11 Sourcing and application (mapping) of Aerial photography and other important mapping;
  - 6.2.6.12 Sourcing and application (mapping) of key elements of the IDP, SDF, SEA and Linking Elements;
  - 6.2.6.13 Demographic projections and trends;
  - 6.2.6.14 Urban edge, settlement edges or urban growth boundary delineation;
  - 6.2.6.15 ESKOM data of GPS points of all Imizi located within the rural areas;
  - 6.2.6.16 Cadastral and Land tenure;
  - 6.2.6.17 Urban areas and settlement spatial data sets (DRLDR 2009 and 2015);
  - 6.2.6.18 Identification and mapping of Areas affected by the Subdivision of Agricultural Land Act 70 of 1970;
  - 6.2.6.19 Mapping of Areas affected by Land Reform and restitution (DRDLR);

- 6.2.6.20 Current land uses, building uses and existing Scheme/s;
- 6.2.6.21 Typology of utility services (water, sewer, refuse, power, roads etc) current capacity based on current threshold, capacity for growth, future threshold capacity for expansion;
- 6.2.6.22 Levels of services, demand, current capacity based on current threshold, capacity for growth, future threshold capacity for expansion;
- 6.2.6.23 Risk elements including *inter-alia*: 1:50 year and 1:100 year flood lines;
- 6.2.6.24 Various local knowledge practices and land use designations (e.g. lightning prone areas and cattle dipping stations etc.);
- 6.2.6.25 Proposed housing projects (funded by the Provincial Department of Human Settlement), Community Service Centres (CSCs) and the requirement of social facilities in relation to the available bulk infrastructure, including roads; and
- 6.2.6.26 Any other locally specific information as may be called for.
- 6.2.7 Aspects to address, amongst other matters, include:
  - 6.2.7.1 Setting out the legal requirements, rights and obligations;
  - 6.2.7.2 Linking elements from the SDF;
  - 6.2.7.3 Application of National and Provincial and municipal policy;
  - 6.2.7.4 Defining Performance criteria,
  - 6.2.7.5 A key questions to be addressed include; “What should be managed by the scheme? And “What should not be managed by the scheme?”
  - 6.2.7.6 This policy document should start to address the range of land uses and their impacts on a continuum from high impact to low impact. What impacts need to be managed?
  - 6.2.7.7 Broad zones should be recommended and their Statements of intent should be developed.
  - 6.2.7.8 A range of land uses and land use types are to be specified, which have to be managed.
  - 6.2.7.9 A Spatial concept and initial Spatial (mapping) representation of the matter above to be provided.
- 6.2.8 The interim report should also provide a gap analysis of the work undertaken previously on the Greater Kokstad scheme in addition to being strategic in addressing the following questions:
  - 6.2.8.1 *What have been the benefits/failings of the existing Scheme?*
  - 6.2.8.2 *What pressures/opportunities does the area face?*
  - 6.2.8.3 *What is the type/character of area that we collaboratively designing for?*
  - 6.2.8.4 *What are the key aspects / elements that should be translated from the SDF into the scheme?*
  - 6.2.8.5 *What needs to be managed, by whom and why?*
  - 6.2.8.6 *What are the benefits of a Scheme for this area and for the groups of people?*
- 6.2.9 The interim report will start to provide the linkage “step to translate the SDF into more detailed broad land use areas, before commencing the detailed formulation of zones”.
- 6.2.10 The reference material mentioned below is to be used and applied in the framework and policy position.

- 6.2.11 Participation and Consultation with identified interested and affected parties will be required.
- 6.2.12 Five hard copies and five electronic copies must be submitted.

### **6.3 PHASE 3: Draft Land Use Management Framework (LUMF) and Policy Position report for a Wall-to-Wall Scheme for the Greater Kokstad Municipality**

- 6.3.1 The planning principles, concepts and ideas should be refined and lead to a clear suite of framework plans. This Land Use Management Framework and Policy Position report for the municipality should provide a clear link from the SDF to the Scheme.
- 6.3.2 This Land Use Management Framework and Policy Position report for the municipality should provide the necessary information to be used in developing the scheme. This LUMF and Policy Position should serve as the overall informant to developing the scheme.
- 6.3.3 Informant and constraint maps are to be logically and systematically (build on one another) linked to one another culminating in maps with clearly synthesized information. The text and maps, diagrams are to be clear, logically and systematically linked to one another culminating in clearly synthesized conclusion and resolutions.
- 6.3.4 Building on Phase 2, this report will deal with the Context. Having identified the data to be collected and analysed. This phase includes the further systematic analysis, and synthesis of additional informants and constraints providing for guidelines and direction together with conclusions and recommendations.
- 6.3.5 This phase encompasses the undertaking of a Land Audit (title deed, ownerships, servitudes, restrictions) and Land Rights Inquiry (development rights inclusive of Traditional areas) and the collection of key data which has been analysed and mapped in the form of a set of base maps which are to be used as the foundation to developing the scheme.
- 6.3.6 It is envisaged that the following aspects would be addressed and refined, namely:
  - 6.3.6.1 Setting out the legal requirements, rights and obligations and linking elements from the SDF;
  - 6.3.6.2 Application of National and Provincial and municipal policy;
  - 6.3.6.3 Defining Performance criteria;
  - 6.3.6.4 A key question to be addressed is "What should be managed by the scheme? And secondly "What should not be managed by the scheme?"
  - 6.3.6.5 This policy document should address the range of land uses and their impacts on a continuum from high impact to low impact. What impacts need to be managed?
  - 6.3.6.6 Broad zones should be recommended and their Statements of intent should be developed.
  - 6.3.6.7 A range of land uses and land use types are to be specified that have to be managed.
  - 6.3.6.8 A Spatial concept and initial Spatial (mapping) representation of the matter above to be provided.

- 6.3.7 Having used the following information in the interim report it is expected that further refinement of the information/ spatial representation below would lead to the Draft LUMF and Policy Position together with the other informants mentioned below:
- 6.3.7.1 Topography and slope analysis;
  - 6.3.7.2 Ezemvelo KZN wildlife data (2014) on Biodiversity, climate corridors, Provincial list of threatened ecosystems and species, amongst others;
  - 6.3.7.3 Environmental Studies eg EMF, SEA factors and strategic interventions (sound environmental analysis);
  - 6.3.7.4 National Biodiversity Framework;
  - 6.3.7.5 Bioregional Plans and Provincial Biodiversity Management Plans, stewardship sites - it will be necessary to meet with KwaZulu-Natal Ezemvelo KZN Wildlife to understand the data base and obtain necessary information;
  - 6.3.7.6 Catchment areas;
  - 6.3.7.7 Registered Protected Areas, Provincial Protected Areas, Nature Reserves, World Heritage Sites, Protected Forest Areas, Mountain Catchment Areas;
  - 6.3.7.8 Mapping of Important view landscape areas, Water Plans, dams and rivers.
  - 6.3.7.9 Cultural heritage and sites of cultural or ecological significance (AMAFA)
  - 6.3.7.10 Protection of Agricultural resources and other (Agriculture data 2015).
  - 6.3.7.11 Sourcing and application (mapping) of Aerial photography and important mapping;
  - 6.3.7.11 Sourcing and application (mapping) of key elements of the IDP, SDF, SEA and Linking Elements;
  - 6.3.7.12 Demographics and projection and trends
  - 6.3.7.13 Urban edge, settlement edges or urban growth boundary delineation;
  - 6.3.7.14 ESKOM data of GPS points of all Imizi located within the rural areas
  - 6.3.7.15 Cadastral and Land tenure,
  - 6.3.7.16 Urban areas and settlement spatial data sets (DRLDR 2009 and 2015);
  - 6.3.7.17 Identification and mapping of Areas affected by the Subdivision of Agricultural Land Act 70 of 1970;
  - 6.3.7.18 Mapping of Areas affected by Land Reform and restitution (DRDLR);
  - 6.3.7.19 Current land use, building uses, Existing Scheme/s;
  - 6.3.7.20 Typology of utility services (water, sewer, refuse, power etc) current capacity based on current threshold, capacity for growth, future threshold capacity for expansion;
  - 6.3.7.21 Levels of services, demand, current capacity based on current threshold, capacity for growth, future threshold capacity for expansion;
  - 6.3.7.22 Risk elements including inter-alia: 1:50 year and 1:100 year flood lines;
  - 6.3.7.23 Various local knowledge practices and land use designations (e.g. lightning prone areas and cattle dipping stations etc.);

- 6.3.7.24 Proposed housing projects (funded by the Provincial Department of Human Settlement), Community Service Centres (CSCs) and the requirement of social facilities in relation to the available bulk infrastructure, including roads; and
  - 6.3.7.25 Any other locally specific information as may be called for.
- 6.3.8 The LUMF and Policy Position will need to use the following to inform the development of the scheme. In this regard it would be expected that these elements would be mapped as part of the LUMF:
- 6.3.8.1 Using Core indigenous/local knowledge and land use practices;
  - 6.3.8.2 Land Use Survey and mapping showing the land uses on each parcels.
  - 6.3.8.3 Land Rights Inquiry (Development Rights).
  - 6.3.8.4 Land Audit (title deeds, ownership, servitudes and restrictive conditions);
  - 6.3.8.5 Requirements for social facilities;
  - 6.3.8.6 Development opportunities and constraints, transportation planning requirements (corridors, nodes, modal transfer points, non-motorized transport, ingress and egress requirements, car free areas, parking standards);
  - 6.3.8.7 Economic development (strategic investment areas, areas where economic growth should be discouraged, spatial implications of Local Economic Development strategies);
  - 6.3.8.8 Current land use and building uses (which information will draw the distinction between those non-residential uses which have been formally approved by a competent authority, and therefore do enjoy existing use rights status in terms of the PDA, and those which have no such competent authority and thus do not enjoy existing use rights status in term of the PDA), and the Existing Scheme/s;
  - 6.3.8.9 Areas where the harvesting of indigenous vegetation may or may not occur;
  - 6.3.8.10 Land use Map to be shown in this Document and a table of land uses and properties.
  - 6.3.8.11 This phase will include the delineated Urban Edge/s, settlement edges, and Urban Services Edge/s, and detail the under-pinning logic/ reasons thereof.
- 6.3.9 *The Policy Position should provide answers to the following questions:*
- 6.3.9.1 *What is the design population of the area?*
  - 6.3.9.2 *What is the planning horizon?*
  - 6.3.9.3 *When should this prior to future revision?*
  - 6.3.9.4 *How much public open space is needed and where (bearing in mind the provincial policy requirements of 2.8 Ha per 1000 people in the ratio of 1.4ha Active: 1.0ha Passive: 0.4 Play lots)?*
  - 6.3.9.5 *What social facilities are needed to support the population?*
  - 6.3.9.6 *Where should the different sets of zones be located?*
  - 6.3.9.7 *What types of land are suitable and appropriate for each type of zone?*
  - 6.3.9.8 *What types of land uses are appropriate for the different zones?*
  - 6.3.9.9 *What should be the physical relationships between various types of zones?*
  - 6.3.9.10 *Where should the exact boundary lines of each zone run, bearing in mind that some zones are separated by street pattern, some by the mid-block line, and some are narrow bands of transition from one zone to the next?*

- 6.3.9.11 *Treatment and alignment with an 'Urban Edge', settlement edges and 'Urban Growth Boundary'?*
- 6.3.9.12 *Alignment with Act No. 70 of 1970 in terms of obtaining permission for change of land use or subdivision of land in agricultural areas?*
- 6.3.9.13 Is there an existing Scheme/s and what have been the benefits/failings of that Scheme/s?
- 6.3.9.14 What pressures/opportunities does the area face?
- 6.3.9.15 What type/character of area are we collaboratively designing for? What is the interpretation/application/ translation of the SDF" in this collaborative process (if any)?
- 6.3.9.16 What needs to be managed, by whom and why?
- 6.3.9.17 What are the benefits of a Scheme for this area" and these groups of people?
- 6.3.9.18 Who is going to implement and manage the Scheme?

These questions should be spelled out and answered in a Scheme Companion Document.

- 6.3.9 Large townships which have been approved *via* legislation such as the DFA and Less Formal Township Establishment Act shall be included into the area for which the scheme will be proposed.
- 6.3.10 The Service Provider shall ensure that the necessary specialists are to be brought into advise on the development of the scheme, for example; agricultural, environmental, legal, engineering, social development, as necessary.
- 6.3.11 The reference material mentioned below is to be used and applied in the framework/policy position.
- 6.3.12 Consultation and participation is a key element and this phase will need to include:
  - 6.3.11.1 The identification of, and securing agreement amongst stake-holders on, the intended planning scheme controls.
  - 6.3.11.2 The service provider and stakeholders need to determine the appropriate level of management required, the resources needed, and the broad approach that should be adopted from the continuum of approaches (simple to complex, policy to prescriptive).
  - 6.3.11.3 The LUMF needs to be developed though a sound participation process so that the proposed Planning Scheme zone designations are validated and based on clear vision statements and statements of intent.
- 6.3.13 Five hard copies and five electronic copies must be submitted.

#### 6.4 **PHASE 4A: draft scheme Maps and draft scheme Clauses: land use and development parameters and maps for the GREATER KOKSTAD MUNICIPALITY**

##### **PHASE 4B: Draft Companion Document**

##### **Scheme clauses (draft and Final)**

- 6.4.1 Draft an appropriate set of General Definitions and Land Use Definitions. The General definitions will apply to the Planning Scheme These definitions and clauses shall be affirmed by legal experts with experience in planning law, Schemes, appeals and local/indigenous knowledge land use practices;

- 6.4.2 The collaborative development of land uses and associated user-friendly set of tables and within the Planning Scheme, which set out the uses which should be freely permitted, permitted by consent or prohibited, together with the additional development parameters/Scheme controls relevant for each zone; and
- 6.4.3 Prepare appropriate Management Overlays where necessary;
- 6.4.4 Develop relevant planning and environmental policies, procedures and additional controls (e.g. restricted land access places, gender-based land practice encouraging safety for vulnerable children and people, parking policies, guidelines relating to urban agriculture, preservation of grazing lands, Township Establishment on Traditional land i.e. via Lease Agreements) and decide which should be included in the Planning Scheme and/ or which should be located in the companion document.
- 6.4.5 The areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will have maps and clauses but will have to be packaged as a separate entity for ease of submission to the relevant departments.

#### **Scheme Maps (draft and Final)**

- 6.4.6 Concurrently while designing the scheme clauses the scheme maps should be designed.
- 6.4.7 The maps must contain the following:
- North indicator.
  - Up to date Cadastral.
  - A clear legend.
  - Use standard zone colours.
  - Clear labelling.
  - Date map was designed.
  - All data uses must reflect a source and a date for the information, for example; Cadastral Data sourced from Surveyor-General's office on 19 February 2014. The vintage of the data is important.
  - Any data and matter that needs to be recorded
- 6.4.8 The scale of maps is critical and will be based on visual suitability (Scale recommendations made in Paragraph 8: Standards ... ).

#### **Companion Document (draft and Final)**

- 6.4.8 The purpose of the companion document is to provide a history, a background to the scheme, justification for the manner in which the scheme was developed, address procedures, a policy perspective for the scheme. This document will summarise the salient matters during the development of the scheme until finalisation.
- 6.4.9 The companion document provides for a set of application forms relevant to the Planning Scheme and be translated into the appropriate language for public usage. Such documents may include application forms required for:
- 6.4.9.1 Consent applications;
  - 6.4.9.2 Development applications;
  - 6.4.9.3 Subdivision applications;

- 6.4.9.4 Appeals
- 6.4.9.5 Closure of POS and Road
- 6.4.9.6 Submission of building plans; and
- 6.4.9.7 A register for the different application types for record purposes.

- 6.4.11 Develop relevant planning and environmental policies, procedures and additional controls (e.g. restricted land access places, gender-based land practice encouraging safety for vulnerable children and people, parking policies, guidelines relating to urban agriculture, preservation of grazing lands, Township Establishment on Traditional land i.e. via Lease Agreements) and decide which should be included in the Planning Scheme and/ or which should be located in the companion document.
- 6.4.12 The document is to address key procedures that maybe necessary and will need to be translated into the appropriate language for public usage, for example; how to deal with the areas Subject to the Subdivision of Act 70 of 1970 and Environmental procedures.
- 6.4.13 The companion document was envisaged to serve as a concise document which amongst the above matters, also included a scheme policy for the scheme as developed in the LUMF / policy perspective document. For example; the scheme clauses would not explain the reason for the controls around Nature Reserves, riverine areas and steep slopes or Mountain tops but the companion document should.
- 6.4.14 Further in the project and once the public participation processes (Phase 5 and Phase 7) have been completed this document will include synthesized participation and consultation report of comments made by the public and interested and affected parties.
- 6.4.15 Five hard copies and five electronic copies must be submitted of the different reports (Scheme clauses, Companion document and maps).

## **6.5 PHASE 5: Participation and Consultation Report and review of the Draft Products.**

- 6.5.1 The Draft Documents are to be presented to the public for input and allow for public participation, ensuring refinement of the planning scheme.
- 6.5.2 The Service provider is to present a participation and consultation approach /plan (who will be consulted when and in what manner) to the municipality who will guide on the most appropriate approaches to follow. The parties to participate and consulted should include; local agricultural communities, environmental communities, NGO's, ward councillors, ward committees, traditional authorities, towns folk, settlement cluster folk and affected people of the municipality.
- 6.5.3 Records of participation and consultation with interested and affected parties will be required. Records include; attendance registers, workshop agenda, minutes, concerns and resolutions.
- 6.5.4 Circulate the draft Planning Scheme (Land Use Management Framework Plan, Draft Scheme clauses and Draft Scheme Maps/overlays, and the companion document),

together with their respective maps and overlays to those authorities which have approval/ refusal responsibilities and which are concerned with social justice (e.g.: the Gender Commission, the Department of Agriculture, the Department of Agriculture and Environmental Affairs, the Department of Rural Development and Land Reform, the Department of Transport, the Department of Water Affairs, the Department of Social Development, and the NGO sector promoting barrier-free access for people with disabilities) amend where appropriate.

- 6.5.5 Comments relating to the areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will need to be packaged in a separate chapter for ease of submission to the relevant Departments.
- 6.5.6 On review, by the Steering Committee, of the inputs from the parties consulted (in respect of the first draft), and the Service Provider's analysis thereof, and its development of revised documents in the light thereof, the Steering Committee may direct amendments thereto and the Service Provider shall give effect to such amendments as the Steering Committee may require, so as to create a revised set of Planning Scheme draft documents.
- 6.5.7 The Service Provider shall collate and analyse all responses submitted in response to such public consultation process, and shall revise such draft documents, and draft a memorandum and compile a presentation, to the satisfaction of the Steering Committee, for Council's consideration.
- 6.5.8. Participation and consultation will require the amendment of the following:
  - (1) Draft Land Use Management Framework and Policy Position for a Wall-to Wall scheme for the Greater Kokstad municipality.
  - (2) Draft Wall-to-Wall Scheme Clauses (Land use and Development parameters) for Greater Kokstad municipality.
  - (3) Draft Wall-to-Wall Scheme Maps for Greater Kokstad municipality.
  - (4) The maps and clauses relating to the areas subject to the Subdivision of Agricultural Land Act 70 of 1970.
  - (5) Draft Companion Document.
  - (6) Participation and Consultation Report.
- 6.5.9 The Draft products are to be substantially complete.
- 6.5.10 Five hard copies and five electronic copies of consultation report must be submitted.

## **6.6 PHASE 6: FINAL Draft PRODUCTS**

- 6.6.1 The final products for the Planning Scheme include:
  - (1) Final Draft Land Use Management Framework and Policy Position for a Wall-to Wall scheme for the Greater Kokstad Municipality.
  - (2) Final Draft Scheme Maps for the entire municipality (including overlays).
  - (3) Final Draft Scheme Clauses for the entire municipality.
  - (4) The maps and clauses relating to the areas subject to the Subdivision of Agricultural Land Act 70 of 1970.
  - (5) Final Draft Companion Document (This document should include the Final participation and consultation Report, inclusive of the consultation and

participation of areas subject to the Subdivision of Agricultural Land Act 70 of 1970 as a separate chapter. This document should also make reference to the data sets used and applicable);  
All the above products are to be packaged.

- 6.6.2 The definitions and clauses shall be affirmed by a legal expert with experience in planning law, Schemes, appeals and local/indigenous knowledge land use practices
- 6.6.3 The package / suite of Final Draft documents must be in the form of written reports (text, tables, diagrams and maps in AO for a scheme) in hardcopy and electronic format.
- 6.6.4 The importance of this stage cannot be underestimated as the suite of products will require sufficient time for the relevant interested and affected parties to vetted and commented on the composite suite of scheme documents.
- 6.6.5 On review, by the Steering Committee, of the Final Draft Suite of Documents, the Steering Committee may direct amendments thereto and the Service Provider shall give effect to such amendments as the Steering Committee may require, so as to create a revised set of Final Draft Planning Scheme (including framework) documents.
- 6.6.6 The Service Provider, on behalf of the municipality shall apply for, and motivate and, submit to, the National Department of Agriculture, Forestry and Fisheries for the release from the provisions of the Subdivision of Agricultural Land Act (Act 70 of 1970) in respect of all land which is intended to be under Scheme control and which requires such release.
- 6.6.7 All existing and created shapefiles to be provided on 10 DVDs as well as the metadata and MXD files.
- 6.6.8 Five hard copies and five electronic copies of Suite of Draft Final Reports with Maps in AO, unless a smaller size is suitable must be presented and submitted to the PSC members.

## **6.7 PHASE 7: Planning and Development Act application packaged, procedures and Planning Scheme Adopted**

- 6.7.1. The service provider ensures that all the core scheme based criteria of SPLUMA are addressed.
- 6.7.3 The Service Provider is to advertised for public comment the Scheme documents (inclusive of the informant information) in consultation with the Municipality/ Project Management Team.

- 6.7.4 The Service Provider shall collate and analyse all responses submitted in response to such public consultation process, and presented to the Project Steering Committee for agreement on inclusion/ amendment of the Clauses and Maps. Thereafter the Service provider shall revise such Final Draft documents, and draft a memorandum and compile a presentation, to the satisfaction of the Steering Committee, for Council's consideration.
- 6.7.5 The final documents are then submitted to Council for its consideration and final adoption. The Municipal Manager certifies signs and dates the documents (policy, clauses, and companion document, amongst others) and Scheme Mapping adopted by Council. The set of application forms relevant to the scheme are developed and translated into the appropriate language for public usage. The criteria for the development of the application forms and other relevant application processing documents as may be suggested by the Service Provider, COGTA or the Municipality are developed.
- 6.7.6 The final approved documents (and any documents produced which will provide clarity for Council) shall include
- (1) The Land Use Management Framework / Policy Position;
  - (2) The Scheme Clauses for the entire municipality;
  - (3) The Scheme Mapping and Overlays for the entire municipality;
  - (4) Companion Document (This document should include the Final participation and consultation Report, inclusive of the consultation and participation of areas subject to the Subdivision of Agricultural Land Act 70 of 1970 as a separate chapter. This document should also make reference to the data sets used, applications forms and procedures);
  - (5) The GIS Data sets (All existing and created shapefiles to be provided on DVD and the metadata as well as MXD files).
  - (6) The maps and clauses relating to the areas subject to the Subdivision of Agricultural Land Act 70 of 1970.
- (All the above products are to be packaged.

## **6.8 PHASE 8: Handover**

- 6.8.1 The final approved documents having been approved by Council and endorsed by the Municipal Manager (including the maps) are to be dated with the date of adoption and shall comprise of the following:
- (1) The Land Use Management Framework and Policy Position;
  - (2) The Scheme Clauses for the entire municipality;
  - (3) The Scheme Mapping and Overlays for the entire municipality;
  - (4) The Areas subject to the Subdivision of Agricultural Land Act 70 of 1970 will have maps and clauses but packaged as a separate entity for ease of submission to the relevant departments.
  - (5) The companion documents (inclusive of the Final participation and consultation Report, and PDA comments);
  - (6) The Skills Transfer Report; and
  - (7) The GIS Data sets.
  - (8) Certified copy of the adopting resolution
- 6.8.2 Five hard copies and five electronic copies of the product must be submitted.

## **6.9 PHASE 9: Close out report**

- 6.9.1 The close out report encompasses a thorough reflection on and provides for:
- (1) The extent to which the objectives of the project have been achieved;
  - (2) The challenges experienced and how they were / were not resolved;
  - (3) Recommendations on the process and suggested improvements to the process.
  - (4) A schedule of the GIS Data used.
  - (5) A schedule of the mapping
  - (6) A Schedule of the Reports produced as part of the deliverables to the municipality.
  - (7) A report on the PDA process and adoption both successes and challenges.
- 6.9.2 Five hard copies and five electronic copies of the Closeout report must be submitted.

## **7. STANDARDS AND METHODS TO BE APPLIED**

- 7.1 All maps and overlays generated in this project will be produced by the Service Provider and their information captured in ArcView GIS capable file format, for use in the GIS environments of the Municipality, the district and the Department. An appropriate “standard scales” (e.g. 1: 1250/ 2500/ 5000/ 7500/ 10000 etc) is to be used.
- 7.2 All metadata, MXD files and data layers used as well as shapefiles that are created by the Service Providers to produce the maps are to be provided to the Department and municipality on conclusion of the project (handover).
- 7.3 The mapping (informant maps/plans) and text need to be done in a logical progression (systematic step by step process) showing the build-up of arguments and information that is easily followed and culminates in a sound conclusion.
- 7.4 All mapping notation will align with the standards already established in the Scheme Guidelines (COGTA 2011) and in accordance with the collaborative processes undertaken throughout the project.
- 7.5 Technical details of the datasets must be specified in the inception report.
- 7.6 All contact sessions and resolutions with interested and affected parties (public, Departments, organisations, parastatals) need to be recorded (who, what, when, why and how) and these minutes and recommendations need to be included in a participation and consultation report for each of the critical milestones (interim report, Draft reports and final reports).
- 7.7 Critical milestone products (interim, draft and finals reports) are to be submitted a week before the scheduled meeting for discussion and formal comments to be provided after the scheduled meeting at an agreed upon deadline date.
- 7.8 Submissions and the reports (Inception Report, Interim Report, Draft Scheme Report, Final Scheme Report and Close-out report) should be in the form of both hard and electronic versions. Text is to be in Ms Word and PDF format. Maps are to be in PDF and Shapefile format. The maps (informants and Scheme maps) are to be in digital format and hard copy format and are to be in both A4 and A3 size while the Scheme maps should be AO. However if the data is such that AO size plans are necessary for presentation purposes then the Service Provider must accommodate for this.
- 7.9 The final, prepared Wall-to-Wall Scheme must meet the requirements of the Spatial Planning and Land Use Management Act No. 16 of 2013 Chapter 5 Section 24 (2) whereby a land use scheme must:

- 7.9.1 *Include appropriate categories of land use zoning and regulations for the entire municipal area, including areas not previously subject to a land use scheme;*
- 7.9.2 *Take cognizance of any environmental management instrument adopted by the relevant environmental management authority, and must comply with environmental legislation;*
- 7.9.3 *Include provisions that permit the incremental introduction of land use management and regulation in areas under traditional leadership, rural areas, informal settlements, slums and areas not previously subject to a land use scheme;*
- 7.9.4 *Include provisions to promote the inclusion of affordable housing on residential land development;*
- 7.9.5 *Include land and development incentives to promote the effective implementation of the spatial development framework and other development policies;*
- 7.9.6 *Include land use and development provisions specifically to promote the effective implementation of national and provincial policies; and*
- 7.9.7 *Give effect to municipal spatial development frameworks and integrated development plans.*
- 7.10 Mapping should be submitted in Arc View GIS capable file format (shape-files, layer files, mxd files) for use in a GIS environment. All mapping notation should align with the standards already established in the Scheme Guidelines (CoGTA 2011) and in accordance with the collaborative processes undertaken throughout the project. The Service Provider should ensure that all GIS data and meta-data is fully compatible with that of the Provincial CoGTA GIS Unit and the District GIS Unit.
- 7.11 The document and communication media should be prepared well in advance of the stakeholder engagement process and should be to the satisfaction of the Project Steering Committee. Innovation and the use of isiZulu where appropriate will be encouraged during stakeholder engagements.

## 8. PROJECT DURATION AND BUDGET

- 8.1 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.

Phases and Deliverables	Budget % (Cumulative)	Time in months
Phase 1: Project initiation and Project Inception Report	5%	1
Phase 2: Interim Report for a Land Use Management Framework /Policy Position for a Wall-to-Wall Scheme for Greater Kokstad Municipality	5% (10%)	2
Phase 3: Draft Report for a Land Use Management Framework/ Policy Position for a Wall-to-Wall Scheme. Data collection, analysis and synthesis.	10% (20%)	3

8.2

Phase 4: Draft Scheme Map and Clauses the Greater Kokstad Municipality. Draft Companion Document	15% (35%)	5
Phase 5: Participation and Consultation Report. Participation and consultation with interested and affected role players and review of draft documents	15% (50%)	7
Phase 6: Final Products being: (1) Final Draft Land Use Management Framework/ Policy Position for a Wall-to-Wall scheme for Greater Kokstad municipality. (2) Final Draft Wall-to-Wall Scheme Clauses (Land use and Development parameters) for Greater Kokstad municipality. (3) Final Draft Wall-to-Wall Scheme Maps for Greater Kokstad municipality. (4) Final Draft Companion Document (include synthesized comments made by the public and interested and affected parties.	20% (70%)	9
Phase 7: Planning and Development Act application packaged, procedures and Planning Scheme Adopted	20% (90%)	11
Phase 8: handover	5% (95%)	12
Phase 9: Close out Report	5% (100%)	12
Total	100%	12 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

## 9. EXPECTED OUTCOMES

Greater Kokstad Municipality Reviewed Land Use Management Scheme and Rural Land Use Policy

## 10. PROJECT TIMEFRAME

- a) All work is to be carried within **12 months (8 for the actual work and 4 for the approval process)** 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.

## 11. PROJECT MANAGEMENT TEAM

- 11.1. The Project Management Team (COGTA and Greater Kokstad Municipality) 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 Greater Kokstad Municipality (GKM)
- Representation from COGTA: Directorate: Spatial Planning
- Representation from District Municipality

## 11. PROJECT STEERING COMMITTEE

- 11.1 The project will be managed *via* a Project Steering Committee which will be appointed by the Municipality in consultation with the Department. The Steering Committee will comprise representatives of stake-holder and service organisations and will be chaired by the Municipality's appointed representative on this project, and on which Steering Committee the Department's appointed representative/s will sit. The responsibilities relating to the management of the project are as set out below.

Department	Project Steering Committee	Service Provider
<p>1.Appointment of Service Provider, after consultation with the Municipality.</p> <p>2.Contractual and financial control.</p> <p>3.Effect payments of invoices, based upon the recommendations of the Steering Committee, but which recommendations, to the Department, for payment or non-payment, require the concurrence of the Municipality.</p>	<p>1.Undertake technical management of the project through to conclusion.</p> <p>2.Formulate recommendations on whether or not the terms of reference, for each phase, have been met and whether or not payment should be effected.</p> <p>3.The <i>quorum</i> for such meetings comprises the municipality's appointed representative plus the department's appointed representative plus two other representative members</p>	<p>1.Organisation of all meetings &amp; workshops and inviting membership to same.</p> <p>2.Copying of all documents as may be necessary and circulation thereof, prior to, and/or after, meetings and/or workshops.</p> <p>3.Compilation of agenda in consultation with the Municipality's representative and the Department's representative, accurate minute-taking at meetings, (Steering Committee, bilateral, multilateral and public consultation meetings) and their resolutions/ agreements and the supply, within one week thereof, of the draft records of all such meetings to the Steering Committee members.</p> <p>4.Communication of meeting/ workshop amended record to Steering Committee members within 14 days of the Steering Committee meeting.</p>

		5.Fulfilment of the Terms of Reference.
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- 11.2 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.
- 11.3 The Steering Committee is expected to meet a maximum of 15 times during the course of the project. These meetings will be held within the municipal area of the **Greater Kokstad Municipality** or such other venue as may be determined in close proximity thereto.
- 11.4 Monthly Progress Reports and Financial Reports are to be submitted as part of monitoring and evaluation of the project to the Project Steering Committee.
- 11.5 The function of the Project Steering Committee is to vet the products and if satisfied recommend payment. Progress and financial reports including spending/costs are to be submitted monthly by the Service provider.
- 11.6 It is envisaged that the Project Steering Committee will comprise of the following:
- 11.6.1 Representation from the Greater Kokstad Municipality.
- 11.6.2 Representation from the Harry Gwala District Municipality.
- 11.6.3 Representation from the COGTA Directorate: Spatial Planning.
- 11.6.4 And the following Departments or Organisations, as and when required:
- Department of Agriculture, Environmental Affairs & Rural Development
  - Department of Rural Development and Land Reform
  - Department of Water Affairs & Forestry.
  - Representation from Ezemvelo KZN Wildlife.
  - Any other relevant stakeholders decided by the Project Management team and Project Steering committee.

## 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 Municipality 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 disclose 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

15.1 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.

15.2. Skills and abilities required in the team to execute the project include the following:

15.1.1 Town and Regional/Development Planning;

15.1.2 Planning Policy

15.1.3 Rural Planning experience;

15.1.4 Sound experience in working with Traditional Authorities.

15.1.5 Sound Participatory Planning experience;

15.1.6 Sound local/indigenous knowledge land use practices research experience;

15.1.7 Thorough understanding of IDP, SDF, SEA, Scheme Development, strategic planning process, and Design;

15.1.8 Proven Scheme Development, SDF, Precinct/Framework Plan compilation experience;

15.1.9 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.

15.1.10 Sound GIS proficiency;

15.1.11 Project Management;

15.1.12 Facilitation and translation skills;

15.1.13 Research, analytical, writing and communication skills;

15.1.14 Ability to think strategically;

15.1.15 Legal drafting; and

15.1.16 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. Service providers who omit this section of the proposal will automatically be disqualified from consideration.

## **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:

18.1.1 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.

18.1.2 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.

18.1.3 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.

18.1.4 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 from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.

18.1.5 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

### 20.1 Contract Service Level Agreement:

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

### 20.2 Budget:

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.

## 12. EVALUATION CRITERIA

### 12.1. 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	<b>5</b> or more completed projects as a Service Provider for Review/Development of a Land Use Scheme OR Spatial Development Framework documents.	50	50	Signed Order or Letter of Appointment and signed Certificate of Completion or Reference Letter of the same project completed must be attached and are required to claim points.
	<b>4</b> completed projects as a Service Provider for	40		

	Review/Development of a Land Use Scheme OR Spatial Development Framework documents.			<b>NB: POINTS WILL ONLY BE GIVEN FOR EACH PROJECT WHERE THE TENDERER HAS SUBMITTED ALL REQUIRED DOCUMENTS.</b>
	<b>3</b> completed projects as a Service Provider for Review/Development of a Land Use Scheme OR Spatial Development Framework documents.	30		
	<b>2</b> completed projects as a Service Provider for Review/Development of a Land Use Scheme OR Spatial Development Framework documents.	20		
	<b>1</b> completed projects as a Service Provider Review/Development of a Land Use Scheme OR Spatial Development Framework documents.	10		

Proposed Key Personnel	<b>1. <u>VALID REGISTERED PROFESSIONAL PLANNER WITH SACPLAN</u></b> Bsc/BTech Degree: Town and Regional Planning/Urban Planning and at least 5 years post graduate experience and having been involved 5 Projects in Land Use Scheme or Spatial Development Framework.	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 points.  <b>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 certify will result in zero point. NB: Points will only be allocated where the CV, certified copies of qualification certificates and proof of registration with SACPLAN and ID is attached.</b>
	<b>2. <u>VALID REGISTERED PROFESSIONAL PLANNER WITH SACPLAN</u></b> Bsc/BTech Degree: Town and Regional Planning/Urban Planning and at least 3 years post graduate experience and having been involved in 3 Projects in Land Use Scheme or Spatial Development Framework.	30	50	

**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.**

## **8.2. 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 be 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

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

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

$P_t$  = Comparative price of bid or offer under consideration

$P_{\min}$  = 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 be 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

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

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

$P_t$  = Comparative price of bid or offer under consideration

$P_{\min}$  = 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 be 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

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

**P<sub>s</sub> = Points scored for comparative price of bid or offer under consideration**

**P<sub>t</sub> = Comparative price of bid or offer under consideration**

**P<sub>min</sub> = 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
<b>GOAL 1 – Ownership- Maximum Points</b>	<b>10</b>	
Business owned 50% or more by black person	5	▪ Detailed CSD
Business owned 50% or more by black women	5	▪ Detailed CSD
<b>GOAL 2 – RDP- Maximum Points</b>	<b>10</b>	
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

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

**MBD 3.1**

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

DESCRIPTION	QUANTITY	AMOUNT
<div style="border: 1px solid black; border-radius: 15px; width: 80%; margin: 0 auto; padding: 20px; text-align: center;"> COMPANY STAMP </div>		
	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**

### 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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**

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

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)
<b>GOAL 1 – Ownership- Maximum Points</b>	10	
Business owned 50% or more by black person	5	
Business owned 50% or more by black women	5	
<b>GOAL 2 – RDP- Maximum Points</b>	<b>10</b>	
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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<div>Yes</div> <div><input type="checkbox"/></div>	<div>No</div> <div><input type="checkbox"/></div>
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**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<sup>1</sup> 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).<sup>2</sup> 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:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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<sup>3</sup> 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		

**PLEASE ATTACH TO THIS PAGE A COMPLETE COPY OF EACH ADDENDUM ISSUED.**

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

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

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

**“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-REPOSIVE AND SUCH  
A TENDER SHALL BE REJECTED.”**

## 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](mailto: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 envelopes) 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**



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**GOVERNMENT PROCUREMENT:**  
**GENERAL CONDITIONS OF CONTRACT**  
July 2010

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# 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](http://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, its 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**

<b>INITIALS AND SURNAME</b>	
<b>DATE</b>	
<b>SIGNATURE</b>	