Mnquma Local Municipality. No. 61 Blyth Street, Rev Tiyo Soga Building. Butterworth. 4960
Postal Address. PO Box 36. Butterworth. 4960
Tel: (047) 401 2400. Fax: (047) 491 0195. www.mnquma.gov.za

BID NO.: SCM/MLM/26/26-27

PROJECT NAME: APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF CENTANE LSDF

CLOSING DATE: 12/08/2026

CLOSING TIME: 12H00

TENDER BOX ADDRESS: MNQUMA LOCAL MUNICIPALITY – NO. 61 BLYTH STREET, REV TIYO SOGA BUILDING, BUTTERWORTH. 4960

IMPORTANT NOTES TO BIDDERS:

a) Tenders must be properly received and deposited in the above mentioned tender box on or before the closing date at **Mnquma Local Municipality, No. 61 Blyth Street, Rev Tiyo Soga Building, Butterworth. 4960.** No late, couriered, faxed or emailed tenders will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and tender description as indicated above.
b) Do not reproduce this tender document (do not take it apart, omit pages, change wording or put documents between its pages). All other mandatory documents must be attached as per the advert requirements.
c) Initial each and every page. Site meetings will be reflected on adverts if attendance is compulsory.

TENDERER	
NAME of Company/Close Corporation or Partnership /Consortium/ Joint Venture or Sole Proprietor /Individual/Other	
TRADING AS (if different from above)	
COMPANY REGISTRATION NUMBER	

INDEX

1. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MNQUMA LOCAL MUNICIPALITY

BID NUMBER: **SCM/MLM/26/26-27** CLOSING DATE**: 12/08/2026**
CLOSING TIME: **12H00**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF CENTANE LSDF**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

ENQUIRIES MAY BE DIRECTED TO:

Mrs. Y Mqingwana
MANAGER: SUPPLY CHAIN MANAGEMENT
Tell: (047) 050 1156
DURING OFFICE HOURS

OR

TENDER DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
MNQUMA LOCAL MUNICIPALITY
NO. 61 BLYTH STREET
REV TIYO SOGA BUILDING
BUTTERWORTH
4960

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 5 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

MNQUMA LOCAL MUNICIPALITY

ADVERT FOR NOTICE BORAD

PROJECT DESCRIPTION

Mnquma Local Municipality hereby invites bids from all prospective, accredited and qualifying service provider for.

BID NO.	Description	Closing Date	Evaluation Criteria
SCM/MLM/26/26-27	**Appointment Of a Service Provider for Development of Centane LSDF**	Date: 12/08/2026 Time: 12H00	80/20

All enquiries must be directed to the following email addresses:

Technical Enquiries: Mr Y. Bala (Manager: SPLUM) at 047 050 1442/083 757 4980 email: xhlati@mnquma.gov.za **and Mrs. Y Mqingwana (Manager: SCM) at (047) 050 1156 email:** ymqingwana@mnquma.gov.za.

Evaluation criteria: The evaluation of the bids will be conducted in two (02) stages namely:

Stage 01: Bidders that do not meet the **Administration compliance** (Compliance with mandatory and other bid requirements will not be eligible for further evaluation and will be deemed as non –responsive

Stage 2: Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations 2022

Price=80 points,
Specific goals =20 points

The specific goals allocated points in terms of this tender	Specific Goals Points 20 points	Proof Required to score points
An EME or QSE which is at least 51% owned by black people	**20**	Fully completed and signed MBD 6.1 and Full Central Supplier Database Report (CSD) not older than one month

NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals.

REQUIRED DOCUMENTS:

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

Company Experience: Bidder must have successfully completed One or more projects in Development of LSDF.

Proof of experience: Signed reference letters with appointment letters must be attached for Development of LSDF

- Bidders must submit One or more reference letters as proof of Community social facilitation in the past 3 years

Key Staff:

- **Urban and Regional Planning: Academic Qualification**: Diploma in Urban and Regional Planning with a minimum of one year Experience in Development of LSDF

CONDITIONS OF ACCEPTANCE:

- The municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders must not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The bidder has not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.

- Principal agent must be registered as a professional Town Planner in South African Council of Planners (SACPLAN)
- Geographic Information System (GIS) Personnel must be registered with South African Geomatics Council (SAGC)

Bidders must submit detailed CVs with original certified (not older than 06 months) copies of the required professional registrations. If the required certified copies of professional registrations are not attached to the CVs, will lead to disqualification (Copy of a certified copy will not be considered).

- Full CSD Report (Not older than one Month)
- Only original tender documents will be accepted
- Fully completed and signed Tender Forms i.e. Form of offer, all returnable MBDSs (MBD 1-9 (Part of the document). Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink.
- In the case of partnerships/consortiums/ signed joint venture agreement must be submitted with the tender document.
- All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database,

NB: If bidder submits fraudulent information the bidder will be blacklisted for five years

OBTAINING OF TENDER DOCUMENTS:

Tender documents for this project can be obtained at Mnquma Local Municipality website www.mnquma.gov.za and eTender portal https://entender.gov.za/

TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at Bid Box, No. 61 Blyth Street, Rev Tiyo Soga Building, Butterworth. 4960

Tenders should be sealed, endorsed on the envelope with:

BID NO: SCM/MLM/26/26-27

PROJECT NAME: APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF CENTANE LSDF

On the back of the envelope with:

- **Company name and address, Contact person and Contact Details**

- No late, incomplete, unsigned, faxed, couriered, and emailed tenders will be accepted.
- The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Mnquma Local Municipality for a period of 90 days from the closing date.
- The award of the tender maybe subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.mnquma.gov.za

NB: Preferred bidders will be required to furnish the municipality:

- CK/ Company Registration, Certified ID copies not later than 06 months
- tax compliance status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or to any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period of more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mnquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

……………...

S Mahlasela

Municipal Manager

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	SCM/MLM/26/26-27	CLOSING DATE:	12/08/2026	CLOSING TIME:	Time: 12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF CENTANE LSDF				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*

MNQUMA LOCAL MUNICIPALITY
NO. 61 BLYTH STREET
REV TIYO SOGA BUILDING
BUTTERWORTH
4960

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:	

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	………………………………	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Spatial Planning and Land Use Management
CONTACT PERSON	Y Mqingwana	CONTACT PERSON	Y Bala
TELEPHONE NUMBER	047 050 1156	TELEPHONE NUMBER	047 050 1449
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	ymqingwana@mnquma.gov.za	E-MAIL ADDRESS	ybala@mnquma.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

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

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

DATE: …………………………………………...

1. TAX CLEARANCE CERTFICATE REQUIREMENTS

It is a condition of 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 complete in full the attached form TCC 001"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

2.1 SARS APPLICATION FOR TCC MBD

2. PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

- Required by: …………………………………
- At: ………………………………….
  …………………………………
- Brand and Model ………………………………….
- Country of Origin ………………………………….

Please Mark The Applicable Answer:

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….
  *Delivery: Firm/Not firm
- Delivery basis …………………………………….

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

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

3.1 PRICING SCHEDULE AND SPECIFICATION
(SECTION 2)

Pricing Instructions:

1. All prices shall be tendered including VAT, customs or excise duty and any other duty, levy, or other applicable tax.

2. All prices shall be tendered in accordance with the units specified in this schedule.

3. All prices tendered must include all expenses, disbursements and costs (e.g. transport, overheads, accommodation etc.) that may be required in and for the execution of the work described in the Specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

4. Bidders must also indicate the expected delivery date.

ITEMS	QUANTITY	UNIT PRICE	TOTAL PRICE
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF CENTANE LSDF			
Inception, Data Collection & Project Planning	01		
Status Quo Assessment, Spatial Analysis & GIS	01		
Draft LSDF Preparation & Spatial Framework	01		
Public Participation, final amendments & Submission Support	01		
SUB-TOTAL		**R**	
VAT @ 15%		**R**	
TOTAL		**R**	

See attached annexure A (page 40-57)

STRICT DELIVERY DATES WILL BE OBSERVED AND PENALTIES WILL BE IMPOSED FOR LATE DELIVERIES.

BIDDERS MUST TAKE SPECIAL NOTE OF SECTION 22.1 OF THE GENERAL CONDITIONS IN THE TENDER DOCUMENT.

2.2 TENDER OFFER

I,____(duly authorized to represent the tenderer for the purpose of this tender), hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Mnquma Local Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document at the prices reflected in the *Contract Form/Price Schedule*.

BIDDERS TOTAL OFFER (Inclusive of vat and all other charges)

R………………………………………………………………………………………………………

The tenderer agrees that:

3.1 The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Mnquma Local Municipality for a period of 90 days from the closing date or for such extended period as may be applicable;

3.2 The tender offer will not be withdrawn or amended during the aforesaid validity period;

3.3 Notwithstanding the above, the tenderer may submit a written request to the Mnquma Local Municipality after the closing date for permission to withdraw the tender offer. Such withdrawal will be permitted or refused at the sole discretion of the Mnquma Local Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in the written request for withdrawal;

3.4 Should the tender offer be withdrawn in contravention of 3.1 to 3.3 above, the tenderer agrees that:

(a) it shall be liable to the Mnquma Local Municipality for any additional expense incurred by the Mnquma Local Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred by the invitation of new tenders and the subsequent acceptance of any other tender;

(b) the Mnquma Local Municipality shall also have the right to recover such additional expenses by set-off against moneys which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, the Mnquma Local Municipality shall be entitled to retain such moneys, guarantee or deposit as security for any loss the Mnquma Local Municipality may suffer due to such withdrawal.

3.5 The tenderer agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the Mnquma Local Municipality's Supply Chain Management Policy ('SCM Policy') and Combating of Abuse of the Supply Chain Management System Policy ('Abuse Policy').

____
Signature(s)

____
Print name(s):
On behalf of the tenderer (duly authorized)

____
Date

3. DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: ……………………………………………………………………………….

3.3 Position occupied in the Company (director, trustee, shareholder[2]):………………………..

3.4 Company Registration Number: ……………………………………………………………….

3.5 Tax Reference Number:……………………………………………………………………………

3.6 VAT Registration Number: …………………………………………………………………

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

NB: Please Mark The Applicable Answer:

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

3.8.1 If yes, furnish particulars. ….………………………………………………………………

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

[1]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.

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

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

3.9.1 If yes, furnish particulars.……………………...……………………………………..

……………………………………………………………………………………………

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 director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

………………………………………………………………………………….

………………………………………………………………………………….

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

……………………………………………………………………………..

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

Full Name	**Identity Number**	**State Employee Number**

…………………………………..
Signature

……………………………………..
Date

………………………………….
Capacity

………………………………………
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

---

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) Specific goals

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS OF CONTRIBUTION	20
Total points for Price and Specific Goals must not exceed	**100**

1.5 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **“bid”** 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 and “bid” has a corresponding meaning

(c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(d) **“consortium or joint venture”** 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;

(e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

(f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(h) **“non-firm prices”** means all prices other than “firm” prices;

(i) **“person”** includes a juristic person;

(j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **“rand value**” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

(l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(m) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice;

(o) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(p) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

(q) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

(r) **“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.

3. **ADJUDICATION USING A POINT SYSTEM**

3.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

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

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.

3.5 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20 **or** **90/10**

$$Ps = 80\left\{1 - \frac{Pt - Pmin}{Pmin}\right\} \quad \text{or} \quad Ps = 90\left\{1 - \frac{Pt - Pmin}{Pmin}\right\}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR LEVEL OF CONTRIBUTION TOWARDS SPECIFIC GOALS

5.1 In terms of s2(b)(i) and (ii) of the Preferential Procurement Regulations Policy Framework Act, a preference points system must be followed for contracts with a Rand value above a prescribed amount a maximum of 10 or 20 points may be allocated for specific goals as contemplated in s2(d) of the Act provided that the lowest acceptable tender scores 90 or 80 points for price, respectively, in accordance with the table below:

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.*)**

80/20 preference point system			
The specific goals allocated points in terms of this tender	**Specific Goals Points 20 points**	**Proof required to Claim (20 points) (To be completed by the Municipality)**	**Number of points Claimed (20 points) (To be completed by the tenderer)**
An EME or QSE which is at least 51% owned by black people	**20**	Fully completed and signed MBD 6.1 and Full Central Supplier Database Report (CSD) not older than one month	

90/10 preference point system			
The specific goals allocated points in terms of this tender	**Specific Goals Points 20 points)**	**Proof required to Claim (10 points) (To be completed by the Municipality)**	**Number of points Claimed (10 points) (To be completed by the Tenderer)**

5.2 Bidders must submit valid proof for specific goals

5.3 If the municipality is of the view that a tenderer submitted false information regarding a specific goal, will —

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

5.4 After considering the representations referred to in sub regulation (1)(b), the municipality may, if concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

Specific goals: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of the required proof of specific goals.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted............…………….……….…%

ii) The name of the sub-contractor…………………………………………………………..

iii) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:…………………………………………………………………………….

8.2 VAT registration number:……………………………………….…………………………………

8.3 Company registration number:…………….……………………….…………………………….

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ….………………………………………………

Registered Account Number: ………………………….

Stand Number: ……………………………………………….

8.8 Total number of years the company/firm has been in business: ……………………………

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goal declared in paragraph 6 , indicated in paragraph 7, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

WITNESSES 1. …………………………………….. 2. …………………………………….	………………………………………. SIGNATURE(S) OF BIDDERS(S) DATE: ………………………………….. ADDRESS ………………………………….. ………………………………….. …………………………………..

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……….………………………… in accordance with the requirements and specifications stipulated in bid number………..……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for specific goal
   - of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ………………………………………….

CAPACITY ………………………………………….

SIGNATURE ………………………………………….

NAME OF FIRM ………………………………………….

DATE ………………………………………….

WITNESSES
1 …….……………….
2. ……………………
DATE:…………………….

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………… in my capacity as…………………………………...…..
accept your bid under reference number ………………dated………………………for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS CLAIMED

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) …………………………………….

SIGNATURE …………………………………….

OFFICIAL STAMP

WITNESSES

1. ……………………….

2. ……………………….

DATE ……………………….

8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality, or to any other municipality, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) …………..…………………………..……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………... **…………………………..**
Signature **Date**

………………………………………. **…………………………..**
Position **Name of Bidder**

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:

____

(MnqumaLocal Municipality)

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

I certify, on behalf of:____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

………………………………………………… …………………………………
Signature **Date**

………………………………………………… …………………………………
Position **Name of Bidder**

10.CONDITIONS OF TENDER

TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE.

10.1. No tender will be considered unless submitted on this Mnquma Local Municipality tender document.

10.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the aforegoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.

10.3 Tenders must be properly received and deposited, on or before the closing date and before the closing time, in the relevant tender box. If the tender submission is too large to fit in the allocated box, please enquire at the reception for assistance**.**

10.4 The Mnquma Local Municipality reserves the right to accept:

a. the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and the Mnquma Local Municipality is not obliged to accept the lowest or any tender;
b. a tender which is not substantially or materially different from the tender Specification.

10.5 The Mnquma Local Municipality shall not consider tenders that are received after the closing date and time for such a tender.

10.6 The Mnquma Local Municipality will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.

10.7 The Mnquma Local Municipality may, after the closing date, request additional information or clarification of tenders in writing.

10.8 A tenderer may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act, Act 3 of 2000, and the Promotion of Access to Information Act, Act 2 of 2000**.**

10.9 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the Mnquma Local Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal.

9.10 A tender submitted:

a. by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorising the tender to be made and the signatory to sign the tender on the company's behalf (**Schedule 1** to be completed);
b. by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorising the tender to be made and the signatory to sign the tender on the close corporation's behalf (**Schedule 1** to be completed);
c. by a partnership/consortium/joint venture may not be considered unless accompanied by written authority from all parties to the partnership/consortium/joint venture authorising the tender to be made and the signatory to sign the tender on the partnership/consortium/joint venture's behalf (**Schedule 2** to be completed).

10.11 Partnerships/Consortiums/Joint Ventures

In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/joint venture agreement must be submitted with the tender document. All parties/partners to the partnership/consortium/joint venture agreement must be registered on the Mnquma Local Municipality Supplier Database.

10.12 Validity Period

Any tender submitted shall remain valid, irrevocable and open for written acceptance by the Mnquma Local Municipality for a period of 90 days from the closing date or for such extended period as may be applicable.

The tender offer will not be withdrawn or amended during the aforesaid validity period. The aforesaid validity period may be extended by the provided that the original validity period has not expired, and that all tenderers are given an opportunity to extend such period. Any such extension shall be agreed to by a tenderer in writing.

Tenderers who fail to respond to such a request before the validity of their tender expires or who decline such a request shall not be considered further in the evaluation process.

In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalisation of the appeal; unless the tenderer has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in 10.9 above will apply to such withdrawal.

10.13 Tax clearance

No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such tenderer is registered for income tax/VAT purposes.

It is the responsibility of each supplier (successful tenderer) to submit updated original tax clearance certificates to the Supplier Management Office (in the Supply Chain Management department should any current certificate expire during the contract period. Failure to do so may lead to the suspension of transactions with the supplier until a valid tax clearance certificate is received by the Supplier Management Office. Each party to a consortium/joint venture/partnership must comply with all of the above.

10.14 Inducements, rewards, gifts and other abuses of the Supply Chain Management System

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may directly or indirectly:

a. influence or interfere with the work of any Mnquma Local Municipality officials involved in the tender process in order to inter alia:
   - influence the process and/or outcome of a tender;
   - incite breach of confidentiality and/or the offering of bribes;
   - cause over- or under-invoicing;
   - influence the choice of procurement method or technical standards;
   - influence any Mnquma Local Municipality official in any way which may secure an unfair advantage during or at any stage of the procurement process.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, 'blacklisting' and/or any such remedies as set out in the Mnquma Local Municipality SCM Policy and Abuse Policy.

11. Declarations and authorization

Tenderers are required to complete all statutory declarations and authorizations in the schedules attached to this tender document, failing which the tender may be declared non-responsive.

12. Alternative offers

Alternative tenders may be considered, provided that a tender free of qualifications and strictly in accordance with the bid documents is also submitted. The Mnquma Local Municipality shall not be bound to consider alternative tenders.

13. Objections, Complaints, Queries and Disputes / Appeals in terms of Section 62 of the Systems Act / Access to Court

Objections, complaints, queries and disputes

13.1 Persons aggrieved by decisions or actions taken by the MnqumaLocal Municipality in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or complaint or query or dispute against the decision or action.

Section 62 Appeals

13.2 In terms of Section 62 of the Systems Act (Municipal Systems Act, Act 32 of 2000), a person whose rights are affected by a decision taken by a political structure, political office bearer, Board of directors or staff member of a MnqumaLocal Municipality in terms of a power or duty delegated or sub-delegated by a delegating authority may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of the notification of the decision.

13.3 An appeal shall contain the following:

i. The reason and /or ground for the appeal.
ii. The way in which the appellant's right have been affected ;
iii. The remedy sought by the appellant's.

Access to court

The clauses above do not influence any person's rights to approach the High Court at any time or their rights in terms of the Promotion of Administrative Justice Act, Act 3 of 2000 ('PAJA'), or the Promotion of Access to Information Act, Act 2 of 2000 ('PAIA').

11. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

General Conditions of Contract

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

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day. 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.8 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.9 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

"Dumping" occurs when a private enterprise abroad market 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.

1.10 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.11 “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.

1.12 “GCC” means the General Conditions of Contract.

1.13 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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 supplies, services or works.

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

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

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

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

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

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

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

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses
8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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 supplier.

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

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. Packing
9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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 supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier 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 supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts
14.1 As specified in SCC, the supplier may be required to provide any or all
of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

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

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

16.2 The supplier 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 supplier.

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

17. Prices
17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the 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 supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

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

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

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

21.3 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 minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

23. Termination for default
23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer will, at the discretion of the Accounting Officer, 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 actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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 supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

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

27. Settlement of Disputes
Limitation of liability

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

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

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 supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

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

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

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

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

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

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

33. National Industrial Participation (NIP) Programme
34 Prohibition of Restrictive practices
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34.1 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).

34.2 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.

34.3 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

SUPPORTING SCHEDULES

SCHEDULE 1. RESOLUTION OF DIRECTORS / MEMBERS

RESOLUTION for completion by Directors (if the tenderer is a (Pty) Ltd or Ltd) or Members (if the tenderer is a CC)

NAME OF TENDERER:_______________________________________

Meeting held at_____(place) on__________(date)

RESOLVED THAT:

1. The Tenderer submits a tender to the Mnquma Local Municipality in respect of

Bid No:…………………….. Project Name:

Mr/Mrs/Ms____in his/her capacity as_and who will sign as follows:

____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender to the Tenderer.
Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

SCHEDULE 2. CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS /CONSORTIUMS / JOINT VENTURES

This returnable schedule is to be completed if the tender is submitted by a partnership/consortium/joint venture.

1. We, the undersigned, are submitting this tender offer as a partnership/consortium/joint venture and hereby authorise Mr/Ms___________, of the authorised entity_______________________________________, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/consortium/joint venture's behalf.

2. By signing this schedule the partners to the partnership/consortium/joint venture:

   Warrant that the tender submitted is in accordance with the main business and objectives of the partnership/consortium/joint venture;

   Agree that the Mnquma Local Municipality shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _________________________

   Financial Institution: ______________________

   Branch Code: ___________________________

   Account No.: ____________________________

   Agree that in the event that there is a change in the partnership/consortium/joint venture and/or should a dispute arise between the partnership/consortium/joint venture partners, that the Mnquma Local Municipality shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the Mnquma Local Municipality is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/consortium/joint venture) notifying the Mnquma Local Municipality of the details of the new bank account into which it is required to make payment.

   Agree that they shall be jointly and severally liable to the Mnquma Local Municipality for the due and proper fulfilment by the successful Tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the Mnquma Local Municipality as a result of breach by the successful Tenderer/supplier. The partnership/consortium/joint venture partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/CONSORTIUM/JOINT VENTURE		
NAME OF FIRM	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner		Signature………………….. Name……………………… Designation………………..
		Signature………………….. Name……………………… Designation………………..
		Signature………………….. Name……………………… Designation………………..

SCHEDULE 3. LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER

The tenderer has attached to this schedule the following additional documentation:

	Date of Document	Title of Document or Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

ANNEXURE A

TERMS OF REFERENCE

The Bid Specification Committee prepares the scope for the project of work as follows:

1. PROJECT PURPOSE / SUMMARY OF BRIEF

Mnquma Local Municipality has embarked on the process of developing a Local Spatial Development Framework's (SDF's. In order to successfully and efficiently achieve this goal, the Municipality must appoint a consultant to facilitate and coordinate the project.
The service providers are to assist Mnquma Local Municipality with the development of the following plans:
1. Centane Local Spatial Development Framework "LSDF"
The service provider will be required to:

- Facilitate and co-ordinate the development of Centane Local Spatial Development Framework's (SDF) respectively that guide the planning processes of the Municipality in accordance with these terms of reference and agreed upon proposals.
- Provide technical assistance, research, data collection, verification, analysis, set objectives, generate and evaluate alternatives and develop strategies: and
- Meet and discuss, when appropriate with relevant stakeholders and role players such as the Department of Environmental Affairs (DEDEA), Department of Local Government and Traditional Affairs, Amathole District Municipality and ensure a close working relationship throughout the entire process.

The LSDF will provide strategic, indicative and flexible planning proposals to guide decisions on land development. The LSDF will provide a clear logical framework for spatial development, indicating where public sector investment is required and provide guidance to the private sector, regarding decisions for investment in the area.
The LSDF are intended to facilitate social, economic and environmental sustainability. In the rural areas, the LSDF will provide a framework for land use and natural resource management, land reform, sub-division of rural land and conservation of prime and unique agricultural and conservation land.

The LSDF will inform the Land Use Management guidelines.

Broadly the broad objectives of the LSDF for Mnquma Municipality are:

- To proactively inform the review of the municipality's Spatial Development Framework (SDF) and Integrated Development Plan (IDP) by identifying the opportunities and constraints that the land use places on development and resource use;
    - To review the sustainability of alternative options for development and resource use and recommend the most desirable spatial distribution of developments and resource uses across the planning domain;
- To Provide inputs into the management guidelines and the identification of limits of acceptable change or thresholds of potential concern for each preferred land use option; and
- To provide a decision support framework for forward land use planning and development planning within Mnquma Municipality.

The LSDF for Mnquma Municipality is therefore Land Use Management tools aimed at ensuring that land use and development issues (constraints and opportunities) are incorporated into strategic decisions.

Land Use Management Guidelines will provide a policy and principles which will guide decision-makers in dealing with land development applications, land use management and development control.

A detailed plan for the mentioned areas for which LSDF will be formulated.
These guidelines will define the urban edge, preferred development densities, special resources or unique land use areas requiring special attention.
This appointment does not entail formulating a new Land Use Management System.

2 BACKGROUND

Mnquma Local Municipality is located in the South Eastern part of the Eastern Cape Province. This category B municipality falls under jurisdiction of the Amathole District Municipality (ADM) and comprises of an amalgamation of the former Butterworth, Ngqamakwe and Centane Municipalities.
Mnquma Municipality (EC122) is located within the Amathole District Municipality located in the Eastern Cape Province. Mnquma Municipality is also one of the coastal municipalities forming the Wild Coast of South Africa. Mnquma Municipality

is the southernmost municipality within the Wild Coast and stretches from the Great Kei River to the south to the Qolora River to the north. The municipal area covers an area of approximately 3,229.5240 km2 with a total population of about 252 390, and comprises 31 administrative wards.
The main urban and peri-urban centers in Mnquma include Butterworth, Centane, Ngqamakwe, Manubi, Mazeppa Bay, Qoboqobo, Qolora Mouth and Wavecrest. Mnquma Municipality is located in an area that has much natural beauty and significant environmental assets, such as the rivers, forests, estuaries, and beautiful coastal areas, that are characteristic of the Wild Coast. The municipality is traversed by the N2 National Road and the Kei Rail.
The Municipality has identified "land" as key in achieving its programme of development and consequently acutely aware of the need to embark on spatial planning that is responsive to social, economic and environmental challenges.
A Spatial Development Framework was adopted by Council in 2022. Spatial Planning and land use Management Act 13 of 2013 was enacted in August 2013. This new act necessitated a formulation of the LSDF which will cover the entire Municipality.

2.1 NEED FOR AN LSDF

In terms of Section 35(2) of the of the Municipal Systems Act, 2000 (Act No. 32 of 2000), the SDF has a statutory status, thus the provisions are applicable in law and other public or private agencies are bound to apply its provisions when considering land development. The current SDF super-cedes all existing planning documents and is the only spatial plan at present status within the local municipality. It is nevertheless, a normative, principle-led plan that is open to change as it seeks to guide and not prescribe decision-making. In terms of Section 20(2) of the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA), the SDF must be prepared as part of a municipality's integrated development plan in accordance with the provisions of the Municipal Systems Act (MSA). While Spatial Development Frameworks along with sector plans are integral to a complete IDP, it should be noted that LSDFs are also integrative instruments of municipal management. In this commonality some confusion has arisen regarding the respective roles and content of SDFs and IDPs. The essential distinction lies in the focus of SDFS on spatial considerations while IDPs deal with the full scope of municipal management including budgeting, institutional resourcing, etc. An SDF has a longer time horizon than an IDP and therefore the SDF should provide the long-term spatial context for the IDP. The SDF is more than the spatial representation of the sector plans of IDP, it needs to set the spatial strategy. The key spatial plan of the SDF and the spatial perspective as well as the short term (5 year) spatial priorities should be incorporated in the IDP as the SDF sector plan)
The guidelines of Spatial Planning as given by the Provincial Department of Local Government & Traditional Affairs states that, the Spatial Development Framework is a framework that seeks to guide overall spatial distribution of current and desirable land uses within a municipality, in order to give effect to the **vision, goals and objectives** of the municipal IDP.
The aims of the Spatial Development Framework are to:

1 Promote sustainable functional and integrated settlement patterns in order to:
   - Discourage low density urban sprawl;
   - Generate social and economic opportunities for people; and
   - promote easy accessibility to those opportunities.

2 Maximize resources efficiency for example:
   - Ensure the protection of the available environmental resources within a municipality;
   - Protect productive land for agricultural purposes.

3 Enhance regional identity and unique character of place

4 Ensure conformance with the neighbouring municipality's and provincial spatial development framework.

Chapter 5 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000 Systems Act) requires that all municipalities, both district and local, undertake their planning and development in co-operation with other municipalities and organs of state, while participating in national and provincial development programmes and aligning with their policies and principles.
While the Mnquma Spatial Development Framework has statutory status and represents the approved vision directing spatial development and land use in the Mnquma area, it is, nevertheless, a normative, principle-led plan that is open to change as it seeks to guide and not prescribe decision making. It is not set in stone hence being inflexible to the outcomes of land development.

4 STATUTORY REQUIREMENTS OF LSDF

4.1 The Recent Paradigm Shift

In the planning sphere, legislation has shifted from being control-orientated towards being normatively-based with the passing of the DFA. This means that the law introduces substantive principles (norms) that must guide land development and decision-making in South Africa.
Normative legislation calls for a proactive integrated planning system which places the emphasis on considered judgments and the discretion of decision makers, as opposed to the application of standardized rules and regulations.

When and where appropriate more prescriptive planning is sometimes required as emphasized in the Proposed Land Use Bill- see 4.2.3.

4.2. **Requirements of the Spatial Land Use Management Act**

Preparation and content of Municipal Development Framework

(1) THE Municipal Council of a municipality must by notice in the Provincial Gazzette adopt a municipal LSDF for the Municipality

(2) The municipal LSDF must be prepared as part of municipality's IDP in accordance with the provision of the Municipal Systems Act.

(3) Before adopting the municipal LSDF contemplated in subsection and any proposed amendments to the municipal spatial developmen framework, the Municipal Council must—

(a) give notice of the proposed municipal spatial development framework in the Gazette and the media;

(b) invite the public to submit written representations in respect of the proposed municipal spatial development framework to the Municipal Council within 60 days after the publication of the notice referred to in paragraph (a); and

(c) consider all representations received in respect of the proposed municipal

Content of a municipal S D F

A municipal spatial development framework must—

(a) give effect to the development principles and applicable norms and standardset out in Chapter 2;

(b) include a written and spatial representation of a five- year spatial development plan for the spatial form of the municipality;

(c) include a longer term spatial development vision statement for the municipal area which indicates a desire d spatial growth and development pattern for the next 10 to 20 years;

(d) identify current and future significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritised and facilitated;

(e) include population growth estimates for the next five years;

(f) include estimates of the demand for housing units across different socio-Economic categories and the planned location and density of future housing developments;

(g) include estimates of economic activity and employment trends and locations In the municipal area for the next five years;

(h) identify, quantify and provide location requirements of engineering infra-structure and services provision for existing and future development needs for the next five years

(i) identify the designated areas where a national or provincial inclusionary housing policy may be applicable;

(j) include a strategic assessment of the environmental pressures and opportuni-ties within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips, wher applicable;

(k) identify the designation of areas in the municipality where incremental upgrading approaches to development and regulation will be applicable;

(l) identify the designation of areas in which—

(i) more detailed local plans must be developed; an

(ii) shortened land use development procedures may be applicable and land use schemes may be so amended;

(m) provide the spatial expression of the coordination, alignment and integration of sectoral policies of all municipal departments;

(n) determine a capital expenditure framework for the municipality's develop-ment programmes, depicted spatially;

(o) determine the purpose, desired impact and structure of the land use

management scheme to apply in that municipal area; and
(p) include an implementation plan comprising of—
(i) sectoral requirements, including budgets and resources for implementation;
(ii) necessary amendments to a land use scheme;
(iii) specification of institutional arrangements necessary for implementation;
(iv) specification of implementation targets, including dates and monitoring indicators; and
(v) specification, where necessary of any arrangements for partnerships in the implementation process.

4.3. Requirements of the Municipal Systems Act

Section 26(e) and the subsequent regulations in terms of the Municipal Systems Act (Act No. 32 of 2000) stipulate the following requirements of a Spatial Development Framework :-

A spatial development framework reflected in a municipality's integrated development plan must :-

(a) give effect to the principles contained in Chapter 1 of the Development Facilitation Act, 1995 (Act No. 67 of 1995);

(b) determine spatial priorities;
(c) set out objectives that reflect the desired spatial form of the municipality;
(d) contain strategies and policies regarding the manner in which to achieve the objectives referred to in paragraph (c), which strategies and policies must :-
    (i) set out basic guidelines for a land use management system in the municipality;
    (ii) address the spatial reconstruction of the municipality; and
    (iii) provide for decision-making processes relating to the location and nature of development within the municipality;
(e) set out basic guidelines for a land use management system in the municipality;
(f) set out a capital expenditure framework for the municipality's development programs;
(g) contain a strategic assessment of the environmental impact of the spatial development framework;
(h) identify programs and projects for the development of land within the municipality;
(i) be aligned with the spatial development frameworks reflected in the integrated development plans of neighbouring municipalities; and
(j) provide a visual representation of the desired spatial form of the municipality, which representation :-
    (i) must indicate where public and private land development and infrastructure investment should take place;
    (ii) may indicate desired or undesired utilization of space in a particular area;
    (iii) may delineate the urban edge;
    (iv) must identify areas where strategic intervention is required; and
    (v) must indicate areas where priority spending is required.

4.3. The Directive Principles

The following Directive Principles are listed namely :-

- Sustainability
- Equality
- Efficiency
- Integration
- Fair and Good Governance

These principles with respect to the IDP are intended to guide :-

a) the adoption and implementation of all provincial and municipal IDP's.
b) other spatial planning as well as land use management.
(A) Sustainability Principle – sustainable management and use of resources and includes the following norms :-
    (i) General interest to prevail over private interests.
    (ii) Disaster management must be integral to spatial planning.
    (iii) Protect resources
    (iv) Protect agricultural land
(B) Equality Principle – everyone affected by spatial planning should enjoy equal protection and benefit and includes the following norms :-

(i) Public involvement should be inclusive
(ii) Previously disadvantaged communities should benefit from development
(iii) The impact of development on society as a whole should be considered rather than the impact on the narrow interest of the affected.

(C) Principle of Efficiency

The desired result should be adhered with minimum consumption of resources and includes the following norms :-

(i) densification
(ii) live-work relationship to be kept in mind
(iii) spatial planning should be co-ordinated across municipalities

(D) Principle of Integration

Separate and diverse elements involved in spatial planning should be co-ordinated into a more harmonious whole and includes the following norms.

(i) co-ordinates policies with other spheres of government
(ii) promote efficient, functional and integrated settlement
(iii) decisions are to be guided by the availability of services and infrastructure
(iv) promote racial integration
(v) promote mixed land use development

(E) Principle of Fair and Good Government

Means that spatial planning should be democratic, participatory and legitimate and includes the following norms :-

(i) decisions must be lawful, reasonable and procedurally fair
(ii) everyone whose rights are affected have a right to be given written response
(iii) where necessary the capacity of communities must be enhanced in order to allow meaningful participation
(iv) the decision process should be open to the public
(v) names and contract details of officials should be made available
(vi) decisions need to be taken within predetermined time frames

5. SCOPE OF WORK

The scope of work described below provides a broad guideline to the anticipated requirements in developing these plans. The service provider may provide alternative interpretations of the envisaged outputs and approaches, on condition that they comply with legislative requirements, South African and International best practices and outputs are applicable and appropriate to meeting the project's purpose and objectives, as outlined below.

5.1 Project Purpose

The purpose of this project is to develop strategic plans that will guide the Municipality in ensuring that the land and resources in the Municipality are used to their fullest potential, promoting and protecting a sustainable environment, ensuring sustainable resource use, promoting economic development and improving the quality of life of its residents.

The primary objective is to have LSDF that informs the economic regeneration of Mnquma including the economic, planning, social and physical infrastructure provision required to support the identified interventions and should be to move towards the emergence of more integrated, equitable, efficient and sustainable settlements. Information gathered during this process must culminate in the formulation of a town plan and a series of business plans for submission to National Treasury's Neighbourhood Development Partnership Grant (NDPG).

The detailed objectives of the LSDF are to:

- Consolidate all the existing information into a situational analysis, identifying any information gaps in the process
- Develop a vision and strategic direction for Butterworth, in line with existing strategic documents
- Review legistative and policy frameworks and controls
- Outline methodology
- Socio-economic and demographic profiles
- Land use and issues (including land ownership, current zoning, map of area showing erf numbers)
- Bulk infrastructure and traffic assessments
- Housing assessment

- Formulate proposals and identify and assess the primary economic opportunities within Mnuqma Local Municipality so as to maximise the impact of interventions and better understand the possible development synergies
- Formulate a guiding implementation framework for governmental interventions to support economic and social development in Butterworth
- A wider local spatial development framework that considers identified interventions and the relationship between the town and its surrounding villages.

A final LSDF should be drafted after public review. The final LSDF needs to be approved by the Mnquma Local Municipal Council. The plan should not attempt to be comprehensive. It should take the form of a broad framework which identifies the minimum public actions necessary to achieve the direction of the plan. The spatial dimension must have sufficient clarity of logic to guide decision-makers in respect of development applications.

In rural contexts the plan should deal with all key aspect of land development, including strategic environmental impact assessments. Also, issues such as resolution of land rights, tenure issues, natural resource development, local institutions and rules should be addressed.

5.2 Legal Status of the Mnquma Municipality LSDF

The LSDF is legally enforceable component of the IDP and indicates where certain types of land uses are permissible.

The current IDP dated 2014/2015 supersedes all existing statutory planning documents in Mnquma Municipality. As such the revised LSDF must comply with the basic proposals contained in the current IDP and LSDF unless there are fatal flaws or potential substantial improvements that could be made to existing plans as revealed through this review process.

5.3 Components of the Plan

Module 1: Spatial Plan
The spatial plan will be the core component of the SDF, wherein the spatial structure of the study area will be analysed, and spatial proposals to achieve the objectives of the project will be outlined.

Module 2: Land Use Plan:
Land use surveys will be undertaken to analyse the study area, in terms of land use trends and observations, which will serve as the basis for further proposals and sub-sections of the study. The results will be presented in the form of a land use plan, that could also be used for the decision-making process in terms of land use applications.
Module 3: Geotechnical Study
Existing geotechnical information for the study area will be obtained and integrated into the spatial plan as areas suitable or not suitable for certain development proposals. This will not include any detailed geotechnical analysis, as such detail analysis is best done on a site-specific scale.
Module 4: Housing Plan
The study area will be investigated in terms of housing need and existing and proposed housing projects (public and private funded). This will be a key component of the LSDFwhich will be integrated into all proposals, policies and the implementation programme for the study area.
Module 5: Economic Plan
A high level desk-top study will be undertaken to assess the existing economic sectors active in the study area, as well as proposals (economic plan), which will be linked to the spatial proposals. Should further detailed economic studies be required, it will be included as part of the implementation programme.
Module 6: Informal Trade Plan
Informal trade will be assessed in terms of areas of concentrations of informal trade areas, as well as its dispersement throughout the study area. Desired sites/area for the provision of formalized informal trade facilities will be identified.
Module 7: Stormwater Management Plan

This section of the study will include a high-level assessment of study area in terms of stormwater management, and broad proposals will be provided for future stormwater management in the study area.

Module 8: Transport Plan
A broad analysis will be undertaken of the study area to assess transportation linkages and existing transportation frameworks. Different modes of transport will be assessed. A transportation and traffic management plan for the area will be prepared, which will be intrinsically linked to the spatial proposals for the study area.

Module 9: Social Facilities Plan
The study area will be assessed in terms of its existing and required social facilities. A survey will be undertaken to determine the number and type of various types of social facilities, including clinics, primary health care facilities, police stations, libraries and wide range of other facilities.

The assessment will be undertaken in terms of established standards for such facilities, i.e. required per household and will be further refined in terms of specific community and statutory requirements.
This assessment will result in a social facilities plan that will provide guidance to the Local Municipality and other stakeholders on achieving the provision of the various facilities.

5.4 Content of the Plan

The primary public spatial elements which need to be co-ordinated and brought into a synergistic relationship with each other are the green system (places where built development should not be allowed); movement; hard public space which accommodate the informal activities which occur within settlements); social facilities; utility and emergency services. At minimum, the plan should identify the following:

- The open space system, including both green and urban space – the identification of areas where development will not be allowed or will be more tightly controlled (for a variety of reasons, including ecological, hazards, production, recreation and place-making reasons).
- The planned patterns of public investment in terms of public space, movement, social services and utility and emergency services.
- Defined areas where greater intensification and mixed use will be encouraged.
- Defined areas of great economical opportunities.
- Areas where special problems are to be resolved such as where tenure, restitution and land rights issues pertain.
- Areas requiring special services, if applicable.
- Special project areas if required.
- Land Use Management Guidelines for the proposed precincts, nodes and corridors
- Transportation framework
- Engineering framework.

5.5 Project Objectives
The main objectives of this project are to:-

5.6 Linkages to L.U.M.S.

The Land Use Management Scheme is a logical extension of the SDF. Both the MSA and the Land Use Bill require that the LUMS is guided by the SDF. The LUMS is however not a component of the LSDF in the sense that it is not a forward planning document but a control mechanism. The LUMS and LSDF programmes are however closely linked and they need to be developed in conjunction with each other.

5.7 Proposed Spatial Strategy Report for MLM LSDF

It is clear from the requirements listed above that the Mnquma Municipality will have to produce an overall analysis and Spatial Strategy document. This document cannot be comprehensive in the initial stages but must contain sections dealing with the spatial aspects of a municipality wide :-

This document will be focused on the following:

- Housing strategy – including new development areas
- Transportation strategy – including roads of metropolitan significance and corridor classification
- Environmental management plan – including sensitive environmental areas
- Economic strategy – areas of economic importance
- Office and retail strategy – including identification of nodes
- Social facilities strategy – including multi facility nodes
- Engineering services assessment and strategy

It is accepted that each section will grow in sophistication over a period of say 5 years. Notwithstanding this each component should cover the basic requirements to formulate a basic LSDFand should also identify areas where further detail is required. These sections need to be supported by a relevant analysis which must cover inter alia aspects such as :-

- Demographics
- Land Audit
- Economic Data (if available)
- Social Infrastructure Database
- Environmental issues
- Engineering
- Transportation

The overall strategy document will pull together all the components that are completed or still need to be done.

This document will then put the ADM and or Mquma Local Municipality in a position to:

- Do public participation in terms of an approved communication strategy.
- Undertake further conceptual, economic and upliftment projects in the area
- Formulate a Land Use Management System
- Produce a summarized popular version

The plan should consist of four major components.

1. *Objectives*: These should clearly state what the plan is trying to achieve and identify quantitative programmes, targets and policies necessary to achieve these. These have implications for spatial structure but do not at this stage take spatial form. They should be drawn up with consideration of the DFA principles in mind.

2. *Spatial dimensions*: The spatial plan should commonly have two dimensions : statutory and indicative ones. Statutory backing to spatial decisions should be used sparingly. Implementation of the plan should primarily be budget-led. The backing of the law should primarily be used to entrench desired long-term spatial relationships (for example, the relationship between the built and green environments) and to protect resources perceived to be of societal value. Indicative dimensions are intended to provide the public at large with a clear indication of the local authority's intentions and priorities, in order to enable people to co-ordinate their decisions with these.

3. *Priorities*: These identify priorities in terms of public investment and should be linked to budgets.

4. *Instruments*: These identify the range of mechanisms to be used to achieve the proposals of the plan. Spatial planning objectives are commonly achieved internationally through five categories of planning instruments, used in various combinations : shared information; voluntary agreements between stakeholders; public expenditure; economic instruments and policies; and regulatory measures (development control)

In summary the project phases as listed above will involves the following tasks:

- Status Quo Report: This phase included an assessment of the existing environment (biophysical, social and economic) by means of specialist investigation of existing data and information. This was ground truthed and verified by means of field visits. The status quo phase also included scoping (i.e. collecting issues and concerns from the respective stakeholders and members of the public). Together the scoping and situation assessment provided key issues that have been presented along with the vision for the area. Various preliminary development and utilization options were also given as a means to attaining the vision for the area.
- Public & Authority consultation: A review period extending a period 30 days will be provided for the purpose of obtaining feedback and comments on the Status Quo Report.
- Development options and Alternative Assessment: This will include an assessment and evaluation of the various development options and alternatives by the project team as well as integration of the comments received from the public on the Draft Status Quo report. An opportunity to workshop the options with the key stakeholders will be provided.

Other tasks

- Project Management
- Financial Control

5.8 <u>LSDF Activities</u>

PHASE	**INCEPTION PHASE and PRE-PLANNING**
1.1	Introductory meeting (Discuss & agree with brief, ToR, project budget & programme)
1.2	Follow up meeting and full implementation
1.3	Documentation and data collection
1.4	Agree on common stakeholder interface & timetable
1.5	Formation of project Technical team and confirmation of roles and rules.
1.6	Planning and legal context determination
1.7	Ascertain GIS data base
1.8	Conceptual Approach & principles (National, Provincial, District & local policies).
1.9	Stakeholder Engagement program

2	**Integrated Situation Analysis**
2.1	Desktop document & data collection
2.2	Status quo analysis (Identifying primary research gap)
2.3	Site Analysis/ investigation
2.4	Discussion with stakeholders and IAP's
2.5	Development of draft sustainability targets to guide project and feed plan process
2.6	Intensive project team liaison and interaction between stakeholders/project team

3	**Synthesis: Opportunities and Constraints Summary**
3.1	Response to planning informants based on legal and spatial development principles
3.2	Vision, objectives, targets and methodology

4	**Conceptual Development Strategy phase**
4.1	Preparation of the Integrated development concept in term of strategies and

	recommendations
4.2	Design visioning and strategy development
4.3	Formulate development zones and set development parameters
4.4	Integrated feedback from development facilitation process

5	**Spatial Plan Development Strategies**
5.1	Detailing of the LSDF plan and Land Use Management Guidelines
5.2	Integrated feedback from development facilitation process

6	**Implementation Proposal**
6.1	Consolidated Spatial Development Framework plan, programme and implementation strategy plan
6.2	Comments, Amendment report compilation and printing
6.3	Identifying project funding and potential funding sources
6.4	Draft LSDFPolicy
6.5	Final LSDFPolicy

7	**Submission of Final LSDFto Council for approval**
8	**Workshop on LDF for all relevant Stakeholders**

6 PROJECT MANAGEMENT AND CO-ORDINATION

The overall management of the project will be the responsibility of the Mnquma Municipality who will contract a team/consortium to assist the municipality to ensure the integration, alignment, co-ordination of the different sector plans in such a manner so as to come out with credible SDF.

Mnquma Municipality PSC (Project Steering Committee) comprising of officials and ADM with the assistance of appointed external consultants, will drive implementation of the various elements of the project. Progress reports will be compiled by the lead consultant team on behalf of the municipality and signed off by the municipality to inform funders of progress made against the funders Grant Agreement. This will be done on a monthly basis.

Composition of the PSC and TTT is located in Sections 10 and 11 of this ToR.

The MM will act as cost controller guided by the recommendations of the SC who will recommend payments based on the TOR being met to the satisfaction of the key parties .

More specifically the lead consultant will be responsible for ensuring :

- The consortium works as a team
- Prepare a Business Plan and submit it to the relevant authorities for funding of the SDF.
- Involve all relevant role players in the decision making process taking into account the interest, values and needs of all interested and affected parties (IAPS)
- Define clearly the purpose of the SDF.
- Assess the environmental resource availability, sensitivity and acceptability of the proposed land uses, service expansions and developments described in the SDF.
- Identify the land constraints and opportunities to development including alternative best development land options available.
- Confirm the alignment of the LSDFwith national and provincial policies and frameworks.
- Identify the risks of the proposed land uses, service expansion and developments that may have adverse effect on the environmental issues associated with the present methods/mechanism engaged by the municipality in service delivery.
- Develop sustainable criteria and indicators for use in future strategic planning of the municipality.
- Assess the long term sustainability of the proposed land uses, services expansion and developments.
- Make reference to the preparation of the SDF.
- Recognize and use traditional knowledge and information where any other verifiable information is not available.
- Consult regularly with the municipality from commissioning until decommissioning of the project
- Collate all the available desktop information into a coherent whole.
- Submit the LSDFto the Council for approval.

The applicable legislation namely Municipal Systems Act No.32 of 2000, Development Facilitation Act, regulations framed under National Environmental Management Act and Land Use Management Bill (particularly chapter 3 part 4) will play a prominent guiding role in the development process.

6 DOCUMENTATION AND INFORMATION RELATED TO BRIEF

- All relevant files of the municipality will be availed for perusal.
- The service provider is expected to review and take into account all relevant national, provincial, district and local legislation, policies and planning frameworks.
- Ownership of factual information collected by consultants and paid for by the municipality vests with the municipality.
- All reports should be submitted to the municipality in both hard copy and electronic format.
- Service provider to ensure that the spatial information is able to be captured in the municipality's GIS System.

7 REPORTING REQUIREMENTS AND PARTICIPATING STRUCTURE

- The service provider will work in close cooperation with the Town Planner and Land Administration Unit and will render regular progress reports at agreed upon times and when requested to do so, through this unit. The unit is currently located at Infrastructural Planning and Development Directorate.
- The service provider will further report to the Land Administration Committee and also possibly the Mayoral Committee who will, in turn reflect on the recommendations arising from the project, and then be channeled through the relevant committees before final submission to council for approval.

The following structures may be considered to make an input into the project:

- IDP Steering Committee
- IDP Representative Forum
- Consultative Committee set up specifically for this project
- The interested and affected parties (IAP's)

8 IMPLEMENTATION SCHEDULE AND INDICATORS OF ACHIEVEMENT

Municipality has developed an IDP review process plan for 2010/11. As it is the intention of the municipality to incorporate the LSDFinto its IDP, the service provider/s is advised to get acquainted with the abovementioned process plan so as to synchronize the work with the IDP review process. Notably therefore this process should run from the beginning of November to the end March allowing space for public comments and submission for final approval. See attached Project Programme **for timeframes.**

A detailed work plan and proposed schedule must be prepared to provide the PSC with clarity regarding the scope; duration and purpose of the proposed SDF. A well prepared work plan results in efficiency and affectivity, yet allows for flexibility for change according to specific conditions and issues.

Realistic time schedules have been set for each phase/stage of the compilation, allowing for effective stakeholder involvement, without losing focus of the purpose for initiating the process. If the schedule changes due to unforeseen circumstances, the Work Plan should be modified accordingly, and additional funding may have to be secured.

The deliverables of the project are:

- Situational Analysis Report
- Opportunities and Constraints Report
- Development Strategy and Proposals Report
- Implementation Strategy Report
- Final Consolidated LSDFPolicy

9 PUBLIC PARTICIPATION PROGRAMME

Critical to the success of the SDF, is the involvement of all stakeholders during the planning procedure. Often plans merely reflect the ideas and initiatives of planners, yet despite being comprehensive lack the support of stakeholders, since their involvement is not perceived by planners as being important enough. Ensuring that all stakeholders understand the objective of the planning procedure, and requesting their active participation in ensuring that their needs and expectations are addressed in an appropriate and equitable manner, can establish the support necessary for implementation.

Various techniques including public meetings, open days and public review, as well as technical task teams consisting of stakeholder representatives can be utilised during the planning process. Important to the success of the procedure is the choice of technique most appropriate to the stakeholders situation, level of understanding, language and culture.

Merely inviting stakeholders and interested role players to attend public meetings, without providing opportunity for active involvement, and effective contribution, does not equate to public participation. However, if afforded opportunity for effective involvement during the planning process, communities, stakeholders and role players must participate since non-

participation cannot be used as an excuse for keeping the planning process to ransom.
The current project programme entails consultation with Councillors, stakeholders, public, radio, newspaper, public display and BID.

Workshops/Presentations

By involving all stakeholders in the planning process and stressing the importance of community involvement in land use management, and establishing an understanding of the plan as a regulatory framework, Mnquma Municipality will be enabled to illustrate its commitment to supporting and enabling communities to determine the levels of acceptable utilisation and allocation of resources which they host.
The goal of the Public/Stakeholder Involvement Plan is to ensure that all stakeholders who could be affected by the LSDF can play an active and informed role in the planning procedure, including setting of objectives, identification of concerns, collection of information, discussing of alternatives and compilation of the LSDF plan. Having the stakeholders' views – comments; concerns; questions – documented throughout the process ensures informed decision-making and accountability regarding the process.
Utilising press releases in association with public notices and newsletters is an effective way of ensuring that I&APs and stakeholders are informed regarding broad stakeholder meetings, review periods of draft Reports, and Open Days as they are scheduled. Additional information pertaining to the availability of draft documents for review, progress regarding the process and comments registers, etc. can also be made available utilising these mechanisms.
Flyers, fact sheets and brochures can also be utilised to inform stakeholders about specific aspects of the planning procedure.
The final/approved LSDF Executive Summary must be published in the Government Gazette after following the prescribed publication procedure, and this publication should be supported by notices and press releases in newspapers, and popular media.
Prior to any publication an assessment of the language requirements of stakeholders should be undertaken and appropriate media sourced to address this requirement.
Imperative to the LSDF procedure is active stakeholder involvement throughout the process. Administratively this requires the preparation of a stakeholder list which should be based on available lists from all relevant government departments; traditional authorities; Non-governmental Organisations (NGOs); Faith Based Organisations (FBOs); parastatal organisations; etc.
The use of chain-referrals and continuous updating of information pertaining to stakeholders can ensure that the stakeholder list is relevant and accurate. Stakeholders must be assured that the stakeholder list can be updated at any time and that new organisations, structures, individuals and groupings can be included at any point.

Name	Organisation
	Municipal Manager
	Portfolio Head
	Community Services
	Environmental Mgt. Dept.
	Infrastructural Planning and Development: Director
	Infrastructural Planning and Development: Mgr.
	DEDEA
	DEDEA
	DWAF
	DLA
	SALGA
	SALGA
	SAHRA
	E.C. Parks Board
	E. C.D.C
	Environmental Management
	Environmental Management
	WESSA
	ASPIRE
	ADM

10 PROJECT STEERING COMMITTEE

The Mnquma Appointed Project Steering Committee (PSC) together with DBSA, will monitor progress collectively. Output and payment milestones will be set with the consultants. The PSC will scrutinize the ToR and each claim will be accompanied by a progress report, using a log matrix for evaluation. The PSC is accountable and will in turn report to the Municipal Manager and Executive Mayor on progress made. Progress reports will be formulated and submitted to Council via the PSC.

The PSC plays an important role in creating the inter-governmental structure that can house negotiations and support monitoring of the programme as a whole.

The specific objectives of the PSC are:

· To assist in the development of the SDF.
· To support the planning and assessment of the programme by providing advice and recommendations
· To identify and support capacity building programmes and efforts within the Municipality
· To facilitate the removal of blockages to the implementation programme

In terms of decision making, consensus needs to be reached by the PSC members. If there is no consensus, Local Government and DEDEA , the Municipality, ADM and DBSA as the funders will make the final decision.

Decision making and communication may be undertaken via electronic correspondence (email). The point of entry is through Mr. S.K. Joni, who will distribute and receive all correspondence by the PSC and TTT to the respective members.

A quorum of 50% or more is needed for a PSC meeting to proceed.

If a PSC member cannot attend a PSC meeting, a formal apology needs to be submitted to Mr. Joni, the PSC Secretary. If no apology is received, the member will be notified in writing that he/she is no longer welcome. Substitutes are permitted in case of an emergency.

In terms of action items, all PSC members will have 5 working days to comment. For more complex pieces of work requiring inputs more time may be permitted based on the SC recommendations.

PSC members should be an organization/representative.

The PSC needs to be chaired by a Portfolio Councillor or Executive Mayor. The chair may be delegated to another party by these parties if really necessary.

The PSC will continue to meet on approval of the LSDF by Mnquma Council, to ensure that the implementation programme is proceeding as planned and to resolve further matters that arise. It is suggested that these PSC meetings are held every 2 months, after approval of the LSDF by Council. This will continue for at least one year and thereafter, assuming that the SC will still be required for some additional follow up items to be agreed upon at project closure. After one year the SC will decide on the merits of retaining this committee or terminating its functions.

The PSC will meet on a monthly basis in Butterworth or when needed, as per the project programme, or when an emergency situation arises.

Name	Organisation
	Mnquma Municipality - Mayors Representative (Chairman)
	Alternate Chairman (Deputy) – Portfolio Cllr for Infrastructure
	Mnquma Municipality (Infrastructural Planning and Development)
	DBSA
	Mnquma Municipality (Strategic Planning and Development)
	Mnquma Municipality (Municipal/Town Planner)
	Mnquma Municipality (Environmental Officer)
	Local Government (Chief Town Planner)
	DEDEA
	NGO

11 TECHNICAL TASK TEAM

The Technical Task Team will consists of members who are involved with technical issues related to the project programme, public participation programme, report formulation and output of key documents. The TTT will report to the PSC who will oversee that the project activities are undertaken and completed as required.

Team task roles are those roles that members assume, that move the team forward in accomplishing its tasks and mission. These roles are of vital importance in good team functioning.

The Technical Task Team will be a Mnquma based structure that will be established by the PSC to provide advice, planning support and assistance with co-ordination of the LSDF programme. In order to fully achieve the effects of well managed LSDF municipalities will need to work together to develop strategies and to manage the implementation of projects.

Structure of the Task Team

The task team will be led by the Mnquma Town Planner, and will be comprised of mandated representatives, as well as other relevant stakeholders. These will include:

Name	Organisation
	Mnquma Municipality (Town Planner)
	Local Government (Chief Town Planner)
	DEDEA

Powers and Functions of the Task Team
The task team, due to the composition of its members will have the ability to:
· Facilitate the removal of blockages to delivery.
• Clarifying their Terms of Reference and ensuring that they understand their role and function, as well as responsibilities throughout the LSDF formulation.
· Provide technical input and advice on the products developed by service providers
Decision making and communication may be undertaken via electronic correspondence (email). The point of entry is through Mr. S.K. Joni, who will distribute and receive all correspondence by the TTT to the respective members.
A quorum of 50% or more is needed for a TTT meeting to proceed.
If a TTT cannot for any reason not attend a TTT meeting, a formal apology needs to be submitted to Mr. S.K. Joni, the TTT Chairman. If no apology is received, the member will be notified in writing that he/she is no longer welcome. Substitutes are permitted in case of an emergency.
In terms of action items, TTT members have 5 days to comment, by apologized members.
The TTT needs to be chaired by the Mnquma Town Planner.
The TTT will dissolve on approval of the LSDF by Mnquma Council.
The TTT will meet on a monthly basis or when needed, as per the project programme.

12 CLAIMS FOR WORK COMPLETED

Claims for stage completion, as per the project programme, will be submitted to the PSC
for consideration, accompanied by a progress report. Once supported by the PSC, the claim will be sent to Financers and the MM for certification and payment. The evaluation will be done as follows:

Description	Indicators	MOV	Assumptions
Goal To improve municipal control over land use and development and improve efficiency, by providing up to date operational and management information	Strategy, guidelines and systems that can be implemented to address spatial development of the area and supply decision makers with accurate information	A vibrant sustainable town that controls spatial development and can identify all land users for taxation purposes	Buy in from all stakeholders, councillors and staff
Objective The objective of the project is to develop LSDF and capacitate the Mun to implement and maintain these systems	Improved efficient Mun that is able to control spatial development in the area	Full developed strategy and plans for land use management	Resources available
Outputs SDF Lums guidelines	Develop strategy plans, guidelines and systems that improve the effectiveness and efficiency of the Mun	Strategy, guidelines, plans and systems developed that can be implemented	Resources available
Activities	Plan and schedule the	Adopted and approved	Consultants capable

Development of a SDF Pre-Planning Analysis SWOT Conceptual strategies Capacity building Spatial Issues and Plans Implementation Strategy	development of the strategy and systems. Appoint consultants to assist with the development of the strategy and plans.	implementation schedules for the land use strategy and systems	of providing the required expertise to develop strategy and plans

DELIVERABLES AND TIMEFRAMES

MILESTONE	DATE
Upon completion of Integrated Analysis (Stages 1 to 2 - Final document to be approved by the PSC)	Completed Draft
Upon completion of objectives, strategies and proposals (Stages 3 to 5 - Final document to be approved by the PSC)	
Upon completion of implementation and operational plan (Stage 6 - Final document to be approved by the PSC)	
Circulation, comments and public participation (Advert in Press, Councillor Presentation and Public Meeting)	
Amendments made and present to Council/Mayorall Committee	
(Stage 7 - Final document submitted to PSC)	
Final amendments made and submitted to Council for approval	

EXPERIENCE & EXPERTISE	Method of Scoring	Maximum Points
LSDF for similar development projects in the past 10 years	5 points per project	20 pts
Development of business plans for similar types of projects (in scale & developmental focus) in the past 10 years **NOTE: a reference business plan must be submitted with your tender for evaluation purposes**	5 points per project	20 pts
Public infrastructure assessment (roads, storm-water, water and sanitation) in the urban built environment in the past 10 years	Assessed from team member's CV	10 pts
Traffic impact assessments for similar development projects in Eastern Cape in the past 5 years	Assessed from team member's CV	5 pts
Community social facilitation in the Eastern Cape in the past 5 years	Assessed from team member's CV	5 pts
Environmental assessment experience	Assessed from team member's CV	10 pts
Total: Experience & Expertise		**70 pts**

METHODOLOGY

Tenderers must submit a complete and detailed methodology, with a project plan and timeframe identifying timelines for completing outputs and deliverables, and submission of respective reports and plans for approval to requisite authorities. The methodology must indicate, amongst others, the following:

- Use of participatory tools and approaches;
- Adherence to spatial planning guidelines
- Reporting to existing structures
- Project plan with timeframe
- Activities/tasks for each phase of the project
- Submission of respective reports and plans for approval to requisite authorities

METHODOLGY	Maximum Points
Demonstrated understanding of scope of work and contract purpose	20 pts
Making use of local resources from Mquma Local Municipality	5 pts
Contribute to economic transformation in South Africa	5 pts
Total: Methodology	**30 pts**

POINTS TO NOTE

- **Please note that service providers will pass functionality if, and only if they score an overall 60% or higher for functionality.**
- Tenderers must highlight their appropriate experience and expertise in regards to how they meet the stated requirements above, i.e. list the relevant projects, and provide respective references with contact details.
- Tenderers must also provide a detailed Curriculum Vitae (CV) of the respective team members and proof of registration to professional associations where applicable.
- The service provider must indicate their availability to start immediately and carry out the process on a sustained basis until completion
- Service providers will form part of a multi-disciplinary team and must be prepared to work with a variety of stakeholders.

13 PAYMENT MILESTONE

The following milestones for payment are applicable: NOTE all drawdowns will be done according to both the above revised Source and Application of Funds table and the detailed tables below. This is subject to Mnquma management approval.

%	MILESTONE	LSDF Amount
25%	Upon completion of Integrated Analysis (Stages 1 to 2 - Final document to be approved by the PSC)	
40%	Upon completion of objectives, strategies and proposals (Stages 3 to 5 - Final document to be approved by the PSC)	
30%	Upon completion of implementation and operational plan (Stage 6 - Final document to be approved by the PSC)	
5%	(Stage 7 - Final document to be approved by Council)	
100%	**Total Amount**	

The overall amounts below include Vat.

%	Stage	SDF	Vat Included
25%	1 to 2		
40%	3 to 5		
30%	6		
5%	7		
100%			

The total project budget is therefore:

%	Stage	SDF	Vat Included
25%	1 to 2		
40%	3 to 5		
30%	6		
5%	7		
100%			

14 PRINTING AND FINAL DOCUMENTS

Plan Distribution

All stakeholders, I&APs, relevant government departments and authorities, must be provided with copies of the approved LSDF (Implementation Programme) if the plan is to be effective. All participants to the planning process, as well as the Heads of Departments of relevant government departments should receive copies of the plan, with the directive that the LSDF should serve as a working document and be used as a decision support tool.

Records must be kept of all recipients of the document so that updated documents can be circulated as and when required. Additionally, an electronic version of the LSDF must be made available on the Municipal website.

During the compilation phase of the LSDF process the process facilitator should be tasked with the responsibility for printing all documents, notes, Technical Task Team notes, comments register, etc.

However, on completion and approval of the SDF, the service provider on behalf of Mnquma Municipality should print the final documents ensuring that the documents comply with departmental standards – look, feel, corporate image, etc. Whether this is done by the Municipality or by a contracted service provider should be ascertained by the PSC.

Aligned plans will lead to improved service delivery, necessitating a concerted effort to ensure alignment of plans at national, provincial and local level. Upon approval of a LSDF it is essential that the plan be incorporated into the local IDP, LSDF and LUMS, through the Intergovernmental Forum established for the specific resource. The information and plans will be placed on a web site most suited to potential interested and affected parties.

15 INSTITUTIONALISATION AND PLAN IMPLEMENTATION

Institutionalization

To ensure effective implementation of the LSDF it is essential that Mnquma/PSC establishes a forum based on the recommendations. The consultant team will assist the municipality to establish such a forum as part of the empowerment strategy of this planning process. This approach will clearly illustrate Mnquma's commitment to capacitating and empowering stakeholders through institutionalisation.

Plan Implementation

Once the LSDF proramme/plan is approved and the forum established it is critical that the implementation of the plan be undertaken based on achievable and manageable objectives and budget. Optimal implementation will be achievable if the LSDF is aligned with other plans of national, provincial and local level, and all relevant authorization's attained. The responsibility for implementation of the LSDF resorts with the Mnquma Municipality and PSC. Aligning the plan implementation with other government departments will enable commitment by stakeholders towards financial, programme and personnel resources required to make the plan a success.

Monitoring, Review and Adjustments

The LSDF process has an integrated planning component and operational planning component, each with a five (5)-year time frame that is reviewed every 5 years.

16 INTEGRATED PLANNING COMPONENTS

The LSDF is the primary overarching planning document that describes the administrative and legal framework, contextual background, public participation process followed, vision / mission statements, prioritize land use management guidelines, as well as management policy framework. The LSDF forms the framework within which all the other planning components are developed. Within the framework of the SDF, it provides a strategic guideline for the utilisation and development of land and resources and the allocation of infrastructure within the constraints of the receiving environment. Operational plans, programmes and procedures that support the LSDF are either in place or will be compiled where these do not exist, after completion of the SDF

Operational Planning Components

5-year *LSDF* that operation aliases (or actions) the management authority's management objectives and any projects identified in the LSDFand Business Implementation Plan (BIP). This is an operational management component that identifies the activities and tasks that need to be undertaken in the achievement of the LSDFobjectives and attaches responsibilities, timeframes, budgets and resources to each activity. This is a key planning document that also informs the management authority's Annual Budgeting Estimates and provides information for Annual Reports.

With expenditure estimates drawn from the *Business Implementation Plan (BIP)* will be developed. The BIP is primarily aimed at describing the manner in which the LSDFare to be financially resourced. It may address issues of operational efficiency and the optimisation of income generation opportunities in order to bridge any possible shortfalls between required operational expenditure and committed budget allocations.

After completion of the SDF, the PSC will need to manage the BIP over a 5 year period.

Planning & Review
The RMP requires annual revisions to ensure that management objectives remain relevant and management actions are continually improved.
Administrative Record
Once published in the Government Gazette the LSDF's are considered official records

Contract Period

One Month

Places of Delivery and delivery period

Mnquma Local Municipality/ 30 days after the appointment letter

Tender Briefing / Site Meeting

None

Insurances Required

No

Retention and Sureties

No

Penalties

No

Compliance with contract

The service provider must be in compliance with the General Terms and condition of Contract (GCC)

Guarantee / Warranty/Defects Liability Period

No

Drawing

None

Inspection of Contractors' premises

None

ANNEXURE B
PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

EMPLOYER /INSTITUTION NAME	NATURE OF WORK/ PROJECT NAME	AWARDED AMOUNT	ANTICIPATED / ACTUAL COMPLETION DATE	EMPLOYER CONTACT NO.

……………………………..   ……………………………………………

DATE   **SIGNATURE OF BIDDER**

1A JOINT VENTURE REQUIREMENTS

DEFINITION:- "**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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met:-

1. A copy of the joint venture/consortium agreement must be attached.
2. Each member of the joint venture/consortium must provide a Tax Clearance Certificate
3. After award of a contract to a joint venture, the successful joint venture partners must provide a joint venture Tax Clearance Certificate and the joint venture banking details.
4. A trust, consortium or joint venture will qualify for points of their Specific goal, provided that the entity submits their proof Specific goal.

A trust, consortium or joint venture will qualify for points for their Specific goal status level as an unincorporated entity, provided that the entity submits their consolidated Specific goal scorecard as if they were a group structure and that such a consolidated Specific goal scorecard is prepared for every separate tenderThe joint venture/consortium agreement must contain the following:-

a. Who the managing member will be.
b. Who the signatory of authority will be.
c. How the joint venture/consortium share of profit will be split.
d. The bank account details where payments will be deposited into.
e. The agreement must be signed by all parties.
f. The agreement must be certified by a Commissioner of Oaths.
g. The postal and physical address where all correspondence will be sent to.

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	DATE OF OWNERSHIP	% OWNED	% HDI OWNERSHIP	% FEMALE OWNERSHIP

ANNEXURE E
BID CHECK LIST

All MLM individual bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids. Bidders are to check the following points before the submission of their bid:

No.	Description	✓ OR N/A
1.	All pages of the bid document have been read by the bidder.	
2.	Completed the bid document in BLACK ink.	
3.	Totals from the specification / costing annexure have been carried forward to the Bid Form (MDB 1).	
4.	Totals from the specification / costing annexure must also be carried forward to the summary page in section 3.2 of the tender document.	
5.	Surety details have been included in the bid.	
6.	Completed and signed the Invitation to Bid (MBD 1)	
7.	Has not used correctional fluid (tippex) on the Pricing Schedule, Invitation to Bid (MBD 1) and any of the declaration forms.	
8.	Has attended the compulsory briefing session and has signed the attendance register.	
9.	Has fulfilled or offered equal or more than the exact specifications as listed in the schedule or terms of reference.	
10.	Has fulfilled any other special conditions included in the bid document.	
11.	Has completed the: - Pricing Schedule - Firm Prices (MBD 3.1)	
12.	Has completed and signed the Declaration of Interest (in the service of the State) (MBD 4)	
13.	Has completed and signed the Declaration of Validity of Information	
14.	Has claimed the respective preference points in terms of the Preferential Procurement Regulations 2011 by completing the Preference Points Claim Form (MBD 6.1)	
15.	Has completed and signed the contract form for purchase of goods/works form MBD 7.1 (part 1 and part 2) and / or contract form for of services MBD 7.2	
16.	Has completed and signed the Declaration of Bidder's Past SCM Practices (MBD 8)	
17.	Has completed and signed the Certificate of Independent Bid Determination (MBD 9)	
18.	Has the Joint Venture Agreement been signed and attached to the bid document (in respect of bids where a joint venture has been entered into).	
19.	Has the audited Annual Financial Statements for the past three (3) years been attached to the bid document (in respect of bids exceeding R10m).	
20.	Has the particulars of any contracts awarded to the bidder by an organ of state in the past five (5) years been attached to the bid document for bids exceeding R10m.	
21.	Has provided an original and current Tax Clearance Certificate.	
22.	If Sub-Contracting a portion of the works, has the service provider submitted details of the sub-contract together with the names of the sub-contractor to MLM.	
23.	If construction project (CIDB), has completed and signed the Compulsory Enterprise Questionnaire.	
24.	If construction project (CIDB), and in the case of a JV, has each partner of the JV completed a separate Compulsory Enterprise Questionnaire.	
25.	If construction project (CIDB), is registered with the Construction Industry Development Board (CIDB) and has at least the required grade and in the required class of works.	
	If construction project (CIDB), has completed the Form of Offer in words.	