

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: GMT038/25-26**

**TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR  
AMENDMENT OF THE GEORGE MUNICIPAL SPATIAL DEVELOPMENT  
FRAMEWORK 2023 AS A CORE COMPONENT OF THE INTEGRATED  
DEVELOPMENT PLAN**

ENQUIRIES: MS. HENRIETTE KOCH  
YORK STREET  
GEORGE  
(044) 801 9024

**ISSUED BY:**  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

<b>Total Price</b> (All Applicable Taxes Included)	<b>R</b>
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### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor and Point Claimed:	Level: _____	Point Claimed: _____
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Locality Status and Point Claimed:	Locality: _____	Point Claimed: _____
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**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON MONDAY, 23 MARCH 2026**

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## **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspond ence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

## **GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT** **TENDER NUMBER / NOMMER:**

Tenders are hereby invited for the **Appointment of a Service Provider for Amendment of the George Municipal Spatial Development Framework 2023 as a core component of the Integrated Development Plan.**

Tenders word hiermee ingewag vir die **Aanstelling van 'n Diensverskaffer vir Wysiging van die George Munisipale Ruimtelike Ontwikkelingsraamwerk 2023 as 'n kernkomponent van die Geïntegreerde Ontwikkelingsplan.**

Completed tenders in a sealed envelope, clearly marked:

Voltooid tenders in 'n verseëelde koevert, duidelik gemerk:

**Tender No. GMT038/25-26** must be placed in the tender box at the George Municipality on the Fifth Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00 on Monday, 23 March 2026**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

**Tender Nr. GMT038/25-26** moet voor **Maandag, 23 Maart 2026 om 12:00** in die tender bus by die George Munisipaliteit op die Vyfde Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender documents are available at a non-refundable deposit of R297.85 each from the Supply Chain Management Unit, **Fifth Floor**, Civic Centre, 71 York Street, George.

Tender dokumente is verkrygbaar teen 'n R297.85 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die **Vyfde Vloer**, Burgersentrum, Yorkstraat 71, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: [www.george.gov.za](http://www.george.gov.za).

A compulsory clarification meeting with representatives of the Employer will be held on Friday, 06 March 2026 at 10:00 via Microsoft Teams. Tenderers must register per e-mail at Mr. Jeffrey Davids with e-mail address [jdavids@george.gov.za](mailto:jdavids@george.gov.za) before 10:00 on Thursday, 05 March 2026 to receive an invite for the compulsory information session. If tenderers do not register for attendance before 10:00 on Thursday, 05 March 2026 with Mr. Jeffrey Davids; tenderers will not be able to attend the compulsory information session which will invalidate their tender.

'n Verpligte inligtingsvergadering met verteenwoordigers van die Werkgever sal op Vrydag, 06 Maart 2026 om 10:00 gehou word via Microsoft Teams. Tenderaars moet teen 10:00 op Dondersdag, 05 Maart 2026 per e-pos registreer by Mnr. Jeffrey Davids by e-pos adres: [jdavids@george.gov.za](mailto:jdavids@george.gov.za) om 'n uitnodiging na die verpligte inligtingsessie te ontvang. Indien tenderaars nie voor 10:00 op Donderdag, 05 Maart 2026 vir bywoning by Mnr. Jeffrey Davids geregistreer het nie; sal tenderaars nie die verpligte inligting sessie kan bywoon nie en sal u tender ongeldig wees.

Bidders should be represented at the compulsory clarification meeting by a technical employee (as mentioned in the specifications) from the prospective bidder who is suitably qualified and experienced to comprehend the implications of the work involved. At least one of the team members that will be involved in the project must attend.

Tenderaars moet by die verpligte inligtingsvergadering verteenwoordig word deur 'n tegniese werknemer (soos genoem in die spesifikasies) van die voornemende tenderaar wat toepaslik gekwalifiseer en ervare is om die implikasies van die betrokke werk te begryp. Ten minste een van die spanlede wat by die projek betrokke sal wees, moet dit bywoon.

Prospective bidders that arrive after 15 (fifteen) minutes of the advertised start time, will not be allowed to attend the meeting, unless the person chairing the meeting gives permission to do so. Reasons for the chairperson's decision must be noted. The compulsory clarification meeting attendance register will be downloaded at 10:15.

Voornemende tenderaars wat 15 (vyftien) minute na die geadverteerde begintyd arriveer, sal nie toegelaat word om die vergadering by te woon nie, tensy die persoon wat die vergadering lei toestemming gee om dit te doen. Redes vir die voorsitter se besluit moet aangeteken word. Die bywoningsregister van die verpligte inligtingsvergadering sal om 10:15 afgelaai word.

**Non-attendance of the compulsory clarification meeting will disqualify your tender.**

**Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.**

Tenders will be evaluated and awarded as follows:

Tenders sal as volg ge-evalueer en toegeken word:

**Stage 1:** Pre-qualification and Administrative responsiveness as per tender specifications.

**Fase 1:** Voorkwalifikasie en Administratiewe responsiwiteit soos per tender spesifikasies.

**Stage 2: Functionality Criteria**

**Fase 2: Voorafbepaalde kriteria**

Only tenders scoring a minimum of 72 out of 90 points in

Slegs tenderaars wat 'n minimum van 72 uit 90 punte behaal in

stage 2 will be further considered for evaluation in stage 3.

**Stage 3: Price and Preference**

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Ms. Henriette Koch at (044) 801 9024.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

An alternative tenderer may be appointed.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**MR. G LOUW  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

fase 2, sal verder vir evaluering in fase 3 oorweeg word.

**Fase 3: Prys en Voorkeur**

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Me. Henriette Koch by (044) 801 9024.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

'n Alternatiewe tenderaar kan aangestel word.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**MNR. G LOUW  
MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR THE  
APPOINTMENT OF A SERVICE PROVIDER FOR AMENDMENT OF THE  
GEORGE MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2023 AS A  
CORE COMPONENT OF THE INTEGRATED DEVELOPMENT PLAN**

BID NUMBER: GMT038/25-26

CLOSING DATE: 23 March 2026

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (5<sup>th</sup> Floor)  
York Street  
GEORGE

**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 open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF  
THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

## DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the <b>Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the <b>Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of <b>Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_



## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

### RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER:  
GMT038/25-26 – TENDER FOR THE APPOINTMENT OF A SERVICE  
PROVIDER FOR AMENDMENT OF THE GEORGE MUNICIPAL SPATIAL  
DEVELOPMENT FRAMEWORK 2023 AS A CORE COMPONENT OF THE  
INTEGRATED DEVELOPMENT PLAN**

2. Mr/Mrs/Ms

\_\_\_\_\_

In his/her capacity as

\_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized 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 enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

### RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

#### TENDER NUMBER:

**GMT038/25-26 – TENDER FOR THE APPOINTMENT OF A SERVICE  
PROVIDER FOR AMENDMENT OF THE GEORGE MUNICIPAL SPATIAL  
DEVELOPMENT FRAMEWORK 2023 AS A CORE COMPONENT OF THE  
INTEGRATED DEVELOPMENT PLAN**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_  
and

\_\_\_\_\_  
and

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized 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 **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address)

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Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input style="width: 40px; height: 20px;" type="checkbox"/> NO <input style="width: 40px; height: 20px;" type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_

**SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

*If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.*

Sub-Contractor's Name	Work Activities to be undertaken by the Sub-Contractor/s	Work Recently Executed by Sub-Contractor/s

## **TENDER SPECIFICATIONS**

### **1. PURPOSE**

The George Municipality intends to appoint a Service Provider (SP) to undertake the amendment of the George Municipal Spatial Development Framework (MSDF) 2023 in terms of the Spatial Planning & Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA).

The MSDF sets a long-term vision statement and plan for spatial development in the municipality and provides a spatial expression of the Municipal Integrated Development Plan (IDP). An MSDF must integrate and represent the trade-offs of all relevant sector policies and plans in space, guiding planning and development decisions across all sectors and spheres of government in the George Municipality to contribute to a coherent and planned approach to spatial development. The MSDF must lead the municipality's land use management system, guiding decisions and discretion exercised in spatial planning and land use management. It must lead spatial budgeting in the municipality's budget or Medium-Term Expenditure Framework, using the Capital Expenditure Framework to support this process.

### **2. BACKGROUND**

- 2.1 George Municipality is in the Garden Route District Municipality. The municipal area is 5191km<sup>2</sup> in extent and includes the primary city area inside the urban edge as well as rural settlements and coastal villages.
- 2.2 The current MSDF was adopted in May 2023.
- 2.3 The purpose of the amendment of the MSDF is to align the current George MSDF 2023 to new planning informants, changing circumstances in trends, policies and legislation, the new IDP and ensure compliance with government legislation, policies and frameworks.
- 2.4 The preparation of this amended MSDF will therefore focus on updating the current status quo information where required, updating policies, guidance and proposals and the implementation plan in so far as this is impacted on by the update to the status quo information and strengthening the Capital Expenditure Framework and Implementation Plan, including Monitoring and Evaluation of the implementation of the George MSDF.
- 2.5 Proposals for implementation must be innovative and pragmatic, aligned with funding programs offered by the state and non-government organizations.

- 2.6 Specific interventions and proposals are required in response to the demand for housing accommodation and human settlement development. This must be suitable to inform the Municipality's Human Settlements Plan.

### **3. SCOPE OF WORK/PROJECT DESCRIPTION**

- 3.1 The purpose of the project is to amend the existing George MSDF 2023.

Two phases are identified.

- Status Quo Analysis (Gap Analysis)
- Amendment of the George MSDF 2023

- 3.2 Planning informants include:

- Urban growth pressures and land cover changes,
- IDP informants,
- Biodiversity and ecological infrastructure plans including inter alia the Garden Route Environmental Management Framework, Western Cape Ecological Infrastructure Investment Framework, Garden Route District Climate Change Adaptation Response Implementation Plan, Garden Route Coastal Management Programme, George River Management Programme, etc.
- Climate change adaptation,
- Rural and agricultural,
- Human Settlement Planning Informants including Priority Human Settlements and Housing Development Areas, affordable housing development trends and inclusionary housing.
- Planning and Building Plan approvals,
- Population and household projections,
- Economic performance and the George Growth and Development strategy,
- Environmental studies and informants to planning,
- Heritage studies,
- Environmental Health,
- Disaster risk reduction and management,
- Civil engineering services,
- Social Infrastructure,
- New municipal sector plans,
- Policies, frameworks, plans and other studies or expressed requirements including smart city principles, Transportation

infrastructure, CITP, SANRAL, SANParks, Emergency Services, George Airport and Forestry Villages, etc.

- Municipal and Provincial budget allocation and alignment to MSDF Priority Development Areas and Capital Expenditure Framework, budget alignment to support the spatial concept

3.3 The gap analysis must be informed by the Annual MSDF review reports for 2023/2024, 2024/2025, and 2025/2026 and must include:

- Status of social facilities and infrastructure
- Compliance with Global Sustainable Development Goals intervention and policy link with relevant SDG
- Gaps in pipeline of initiatives including projects and policies and factors
- Environmental Framework and Urban Area adoption
- Disaster risk reduction
- CITP integration with timelines
- Master planning
- Urban edge determination with consultation with Agriculture and Environment and the airport
- Spatial budget update
- Inclusionary Housing policy incorporating the Housing Market Study
- Informal settlement/ backyarder survey
- Rural settlements and forestry villages – provision of services
- Land tenure options

3.4 The MSDF must apply the Development principles set out in section 7 of the SPLUMA and meet the minimum content requirements as set out in the following legislation:

- i. Section 2(4) of the MSA Local Government: Municipal Planning and Performance Regulations (2001).
- ii. Sections 12 and 21 of SPLUMA.
- iii. Section 10 of LUPA; and
- iv. The George Municipal Planning By-Law as it relates to MSDF development.

3.5 The MSDF must consist of the following sections:

- i. Introduction: Purpose, background, and process followed to compile the MSDF
- ii. Policy Context
- iii. Status Quo Assessment including syntheses of Spatial Challenges, Opportunities, Constraints and Risks
- iv. Spatial Vision, Concept and Strategies



- v. Policies and Guidelines (to support the LUMS and budgeting)
  - vi. Spatial Proposals both at the municipal-wide and settlement scales.
  - vii. Implementation Framework, setting out the Capital Expenditure Framework (CEF), as well as an Implementation Plan which should include implementation targets and monitoring and evaluation requirements (in line with section 21(p) of SPLUMA).
- 3.6 The MSDF must align with the UN Sustainable Development Goals (SDG'S), The George Integrated Development Plan as well as the National Spatial Development Framework, the Western Cape Provincial Development Framework, the Garden Route District Municipal Spatial Development Framework and neighbouring Municipal SDFs.
- 3.7 An overview of the legislation, policy, plans and guidance that must inform the preparation of an MSDF as per the Western Cape MSDF Resources Handbook.
- 3.8 As stated above, the emphasis with the amendment of this MSDF should be on ensuring alignment with current plans, and on further development of the CEF and Implementation Plans, as well as addressing any gaps that may have been identified in the current MSDF. In order to achieve this, most of the work should be on the proposals and implementation sections of the MSDF, rather than on the status quo and background chapters. The existing MSDF should be used as the starting point.
- 3.9 The successful Service Provider is required to ensure that all the necessary requirements for an MSDF to be used as an environmental instrument in terms of NEMA, are met. This may include the delineation of urban areas in terms of NEMA.
- 3.10 The process for the preparation of an MSDF, inclusive of public participation in the preparation of the MSDF, is set out in the following legislation:
- i. Section 20 of SPLUMA.
  - ii. Sections 11 - 14 of LUPA; and
  - iii. The George Municipal Planning By-Law as it relates to MSDF development.

A summary of the process requirements can be found in Annexure C of the Practice Note referred to in DEA&DP Circular 21 of 2020. (For ease of reference it has been included as Annexure 1 below). Annexure 1 is only provided for information purposes and does not have to be included in the bid proposal.

It is important to note that the public participation process must take appropriate steps to ensure that reasonable means have been implemented to engage with interested and affected parties in a manner that enables their participation, taking into consideration the needs of women, the youth, people with disabilities and people who may be illiterate.

## **4. PROJECT DELIVERABLES**

### **4.1 Project Initiation**

- 4.1.1 The planning process will commence with the appointment of the Service Provider who is required to prepare a detailed Project Plan and Program, in an Inception Report. This may require coordination with the existing IDP time schedule and process plan, where relevant, especially regarding deliverables and public participation.

Portions of the SQ report will be addressed in the review report. It must be consolidated and concise. The process of preparing the Review Report will already have commenced to inform the Status Quo process and Report by the time the service provider is appointed. Deliverables must be confirmed with the project initiation.

- 4.1.2 The Inception Report will outline phasing and deliverables linked to delivery dates and invoicing, mutually agreed upon as per the Project Plan.

- 4.1.3 The Inception Report should consist of the following:

- a) A comprehensive Project Plan sanctioned by the Project Committee (PC) in line with the MSDF guidelines related to phasing and deliverables prepared by the Department of Rural Development and Land Reform. This should include meeting the various requirements as set out in SPLUMA, LUPA and this Terms of Reference, bearing in mind the project time frame and the existing IDP time schedule and process plan. The Project Plan should outline the various reports or deliverables to be produced, the delivery dates and all planned meetings and workshops. Comment periods for draft documents should also be specified. The comprehensive Project Plan should be in line with the Bid submitted.
- b) Public Participation programme to form part of the project plan that outlines the approach to the public engagements process timelines, and deliverables. This must include scheduling and arranging public meetings, facilitating focus group discussions, and all contact sessions with interested and affected stakeholders including the Project Committee and Intergovernmental Steering Committee. The programme must include the preparation of a Public Participation Report that will

be required at each stage of the MSDF process which must include all evidence of public participation activities, detailed schedule of comments, and how these comments were addressed in the final amended MSDF.

- c) A schedule of payment indicating tasks and deliverables as per the Project Plan.
- d) Confirmation of the Service Provider's project team.

4.1.4 The Inception Report should be submitted to the PC within 14 days of appointment.

## **4.2 MSDF Deliverables**

4.2.1 The deliverables must be submitted to the municipality on completion as per the timeframes outlined in the comprehensive Project Plan. The deliverables should include the following:

- a) A draft MSDF status quo report to be submitted to Council for adoption. This status quo report should include the policy context within which the Municipality is operating as well as a synthesis analysis of the identified spatial challenges, opportunities, and risks. Schedule of amendments made to original draft to track the amendments to be included.
- b) A draft MSDF report including the elements outlined in section 3.2 above for consideration by the project Committee and inter-governmental steering committee. Schedule of amendments made to original draft to track the amendments to be included.
- c) A revised draft MSDF report (including the CEF and Implementation Plan) for submission to Council for approval to proceed with the public participation process.
- d) A final Draft MSDF (bringing all the above together, including the CEF and Implementation Plan), which has gone through the prescribed public participation processes and is ready to be approved by Council.
- e) Schedule of comments received on the draft MSDF and responding statements on how these comments are addressed in the final MSDF document as a Public Participation Report as per section 4.1.3(b) of this document.
- f) An executive summary of the final Draft MSDF which is suitable for inclusion in the IDP document.

Further guidance on what should be contained in MSDF can be found in the then Department of Rural Development and Land Reform SDF Guidelines, 2017.

#### 4.2.2 Capital Expenditure Framework

- a) Section (21) (n) of the Spatial Planning and Land Use Management Act, No.16 of 2013 (SPLUMA) provides for all municipalities to develop a CEF as a key component of their Spatial Development Frameworks (MSDF). This requirement is reinforced by the Municipal Systems Act, 2000 (Act 32 of 2000).
- b) The Capital Expenditure Framework is updated annually with the approved capital budget compilation, and the service provider must ensure alignment and integration especially in terms of the review of priority investment areas in respect to the Capital Expenditure Framework prioritisation.
- c) If required mapping must be provided in terms of 4.2.2 b) in priority investment areas where CEF projects are proposed or implemented.
- d) The MSDF must identify projects (capital & operational) with estimated budgets timelines for implementation and must be spatially referenced and to be taken up into the Capital Expenditure Framework.
- e) In terms of Section 21 of SPLUMA, municipalities are legislatively required to consider intergovernmental project pipelines as part of the Capital Expenditure Framework. The MSDF must acknowledge, align, and map existing, planned, and budgeted Intergovernmental projects where such information is available. A GAP Analysis must be undertaken to illustrate compliance with SPLUMA and misalignment between projects where applicable.
- f) This Terms of Reference does not include the preparation of a full CEF. However, the following are the minimum content requirements which should be included in the MSDF as a step towards the development of a CEF:
  - Confirm Functional Areas, which is an area within or outside of a settlement that has similar density, urban form, service level, and service requirements characteristics. Functional Areas usually share the same engineering and utility service requirements and levels of service (or have similar upgrading needs).
  - Confirm Spatial Areas / Spatial Categories for Investment Planning, such as priority development areas, upgrading areas, consolidation areas. Spatial Categories for Investment

Planning are derived directly from the MSDF Spatial Proposals maps.

- Confirm hierarchy and typology of settlements, nodes, and Spatial Areas / Categories for investment.
- Determine population projections, household growth, housing demand trends, economic activity etc. per functional area.
- Determine anticipated land required across the various land uses to meet the demand.
- Identify the land available for development (current and future) in each spatial category/ area and in each functional area.
- Define land use mixes and development yields linked to the projected housing demand in each spatial category and functional area.
- Determine the status of bulk infrastructure systems and facilities in relation to their capacity.
- Any infrastructure deficiencies must be noted per spatial planning category for investment planning and functional area. (The aim here is to determine future infrastructure investment and maintenance needs per infrastructure type, per functional area).
- Define the location or at least the locational requirements of new link or reticulation infrastructure systems and social facilities in each spatial category for investment planning and functional area.
- Determine backlogs in social facilities in each spatial category for investment planning and functional area.
- Confirm and/or identify MSDF land and growth policies, spatial transformation proposals and recommended phasing must be defined in each spatial category for investment planning and functional area.
- Identify where and what land should be acquired or released for development and what type of development it should accommodate per spatial category for investment planning and functional area.
- The current long-term funding outlook, constraints and opportunities in the municipality must be defined.
- Possible spatial drivers of municipal costs must be specifically identified from a growth, development, and infrastructure perspective.
- Current planned municipal, provincial, and national government investments in the municipal area over the

MTREF period must be set out, ideally per functional area and spatial category for investment planning area.

- The need for municipal, provincial, and national government planned investments in the municipal area over at least the next 10-year period must be set out, ideally per functional area and spatial category for investment planning area.
- Determine existing and projected land use yields through a comprehensive net review. This must include updating and aligning land use yield assumptions with the Capital Expenditure Framework to ensure infrastructure planning responds to anticipated development uptake. The land use yield and net review must consider priority areas, development nodes, and latent or underutilised land across all land use categories. Existing land use yield investigations must be reviewed and updated where applicable.

### **4.3 Other Services**

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

- a) Preparation of a draft notice to notify the public of commencement of the preparation of the MSDF.
- b) Attendance of project management meetings
- c) Preparation of monthly progress reports
- d) Scheduling of Project Committee and Inter-Governmental Committee meetings
- e) Attendance and preparation of Project Committee meeting Attendance Registers, Agendas and Minutes
- f) Preparing an overview presentation on the draft Status Quo report and draft MSDF for the purposes of briefing Council.
- g) Preparation of notices notifying the public of the draft MSDF for comment.
- h) Preparation of programmes, presentations, attendance registers and minutes for public meetings/ stakeholder engagements.
- i) Facilitation of public meetings / stakeholder engagements
- j) Preparation of public participation process report recording all consultations undertaken

### **4.4 Project Close-Out**

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

- a) An overview of the process followed.

- b) A description of the public participation process followed including Public Participation Report as an annexure.
- c) An outline of the portfolio of deliverables and evidence submitted.
- d) Any areas of concern or limitations that were not addressed in the integrated MSDF/ EMF compilation, the reasons for this and recommendations on how to take forward.

## 5. TECHNICAL SPECIFICATIONS FOR DELIVERABLES

5.1 Detailed specifications for the final draft MSDF deliverable are as follows:

- a) Electronic copies of the final MSDF reports in Microsoft Word and in PDF format.
- b) An electronic copy of all agendas, minutes and attendance registers of all meetings, consultations, engagements etc. held pertaining to the project.
- c) An electronic copy of all notices issued in terms of the public participation process and communication materials developed to enhance the public participation process.
- d) All presentations in original and pdf format and/or other material presented during all stages of the MSDF drafting process.
- e) The reports and other written documents generated and submitted to the municipality for consideration shall be prepared and submitted in MS Word.
- f) All spatial data shall be provided in a Geodatabase compatible with Esri Software including Metadata.
- g) All spatial data to include complete metadata as per SANS 1878 (included as **Annexure 2** below). GIS requirements must be met in accordance with **Annexure 3**. Annexures 2 and 3 are only provided for information purposes and do not have to be included in the bid proposal.
- h) All information to be submitted in an online shared folder created by the tenderer. The Municipality will be the owners of the IP Address.
- i) The maps in the MSDF shall be provided in:
  - Draft Hard Copies and Final Hard Copies to the satisfaction of the Municipality. Drafts to be continually provided at each deliverable.

- A common GIS format (shapefile/geodatabase/map package) alternatively shapefiles compatible with Esri software.
  - Jpeg/Vektor format for photographs, graphic displays and static maps for translation and printing purposes. Images must be in a scale able format to ensure quality is not lost if the size changes.
- j) All MSDF Proposals to be digitized in shapefile and packaged into geodatabase.
- k) Originals of graphics / photographs must be supplied.
- l) The final MSDF shall be proofread, and copy edited by the Service Provider.
- m) An electronic Portfolio of Evidence consisting of all of the above, including documentation set out in 4.3.1, as well as all original public and stakeholder comments/ submissions received.

## **6. REPORTING AND MEETINGS**

- 6.1 The appointed Service Provider will report to the Senior Manager: Spatial and Environmental Planning at George Municipality.
- 6.2 A Project Committee (PC) will be established between the Municipality, the Service Provider, and any other stakeholders that these parties deem relevant.
- 6.3 The PC will monitor the progress of the project and will actively participate in it. At the PC meetings issues will be discussed, proposals debated, and direction of the project will be determined.
- 6.4 The PC will meet on a monthly basis (or as otherwise mutually agreed) to discuss administrative matters to ensure effective service delivery and adherence to contractually agreed to project timelines and deliverables.
- 6.5 Should no PC meeting be held, the Service Provider will still be required to submit the monthly project progress report to the Senior Manager: Spatial and Environmental Planning at the Municipality.
- 6.6 Members of the PC will ensure that all relevant available information pertaining to their functionality is made available to the PC within reasonable timeframes.
- 6.7 An Intergovernmental Steering Committee will be established prior to the appointment of the service provider to ensure alignment between



national, provincial, district, and local planning initiatives and other support functions.

6.8 The service Provider will be responsible for arranging and facilitating meetings with the Intergovernmental steering committee at strategic points as agreed during the project timeline to ensure effective collaboration and oversight.

6.9 The minimum engagements/meetings are summarized as follows: Note that final meeting schedule must be agreed during inception stage and subject to change informed by the date of appointment:

<b>Meetings / Engagements</b>	<b>Estimated number of engagements/meetings</b>	<b>Approximate number of hours per engagement/meeting</b>	<b>Who from the Consulting Team must attend</b>
Project Committee (PC)	12	2 (x12)	At least Service Provider's Project Manager
Council's Planning Portfolio Representatives and other Councilors	3	2 (x3)	At least Service Provider's Project Manager
Intergovernmental Steering Committee	4	2 (x4)	As far as practical and relevant, the entire Service Provider's Team of Professionals excl the GIS professional
Meetings with public / other representatives and focus groups public open days in Uniondale, Haarlem, Conville, and CBD	4 (confirmation of engagement structure e.g. focus groups)	2 (x4)	At least Service Provider's Project Manager
Presentations (Council)	2 (Status Quo and Draft MSDF)	3 (x2)	At least Service Provider's Project Manager
<b>TOTAL</b>	<b>25</b>	<b>52</b>	

6.10 General arrangements applicable to the abovementioned meetings are as follows:

- a) The venue for Project Committee Meetings will be decided upon by the Municipality. These meetings could be virtual or in-person.
- b) The Service Provider will be responsible for preparing the draft Invitation and Agenda for all meetings and the Senior Manager: Spatial and Environmental Planning will assist in extending the invitations to participants to attend the relevant meetings and the distribution of the minutes.
- c) The Service Provider shall be responsible for the taking and drafting of minutes of all meetings and compiling the attendance registers.
- d) Catering/refreshments by service provider to be provided as per council requirements if necessary.

6.11 George Municipality will be responsible for any publications / advertisements and associated costs related to the MSDF.

## **7. PROFESSIONAL TEAM**

7.1 A multi-disciplinary professional project team is required.

7.2 The Service Provider project team must have sound knowledge and vast experience in similar types of projects in the following specialist fields: spatial planning, land use management, project management and GIS.

7.3 The project manager should be a Professional Planner (minimum academic B-degree in Town and Regional Planning) with a minimum of 10 years proven experience/track record of relevant spatial planning and project management, and professional registration and in good standing with the South African Council for Planners (SACPLAN). Bids that do not meet these requirements for the project manager will be disqualified.

7.4 The professional planner must have demonstrable experience in integrating land use management, environmental, heritage and sector planning (transport, human settlements, economic, etc.) with spatial planning.

7.5 Other than the project manager / professional planner, the successful service provider's professional team should at least consist of the following practitioners:

- a) An Environmentalist – Minimum B-degree in Environmental Management (or equivalent qualification in Natural/Physical/Environmental Science); and

- b) A GIS Practitioner – Appropriate B-degree accredited GIS qualification or equivalent qualification approved by the South African Council for Professional and Technical Surveyors (PLATO) or South African Geomatics Council (SAGC) and registration with the South African Geomatics Council (SAGC) or similar.
- c) A Professional Civil Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA); and
- d) An Economist – Minimum B-degree in economics.

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

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

7.8 Knowledge, experience, and expertise applicable to the rewrite/drafting of the MSDF is listed below:

No.	Skillset	Knowledge, experience, and expertise
1.	<b>Spatial Development Planning</b> /	<ul style="list-style-type: none"> <li>• Minimum of 10-years post graduate experience, including integrated development planning, municipal spatial planning, and precinct planning.</li> <li>• Minimum of 10-years' experience in development analysis and planning, and socio-economic profiling.</li> <li>• Proven experience and knowledge of the integrated planning, budgeting, and implementation cycle in municipalities.</li> <li>• Experience in land use planning/ management, and specifically the application of development contributions policies and calculators in determining the infrastructure implications of land use planning investments.</li> <li>• Experience in integrating land use management, environmental, heritage and sector planning (transport, human settlements, economics, etc.) with spatial planning.</li> <li>• Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector.</li> </ul>

No.	Skillset	Knowledge, experience, and expertise
		<ul style="list-style-type: none"> <li>• Sound understanding of the SPLUMA, LUPA and the MSA and demonstrable knowledge of the drafting of CEFs in line with the relevant guideline documents.</li> <li>• The subject person/s must be a Professional Planner registered with SACPLAN in good standing.</li> </ul>
2.	<b>Project management</b>	<ul style="list-style-type: none"> <li>• Proven management skills for projects of similar scope and character.</li> <li>• The ability to manage the process and ensure coordination, integration and alignment of plans, policies, and strategies of all spheres of government.</li> <li>• Experience in innovative public participation at a municipal level.</li> <li>• Report writing and facilitation skills.</li> <li>• The ability to produce thorough, readable, and informative reports and other material.</li> <li>• The project manager should be a Professional Planner registered with SACPLAN in good standing.</li> </ul>
3.	<b>GIS</b>	<ul style="list-style-type: none"> <li>• Technical skills to develop maps and other spatial information.</li> <li>• Geographical information handling, analysis, and interpretation skills; and</li> <li>• Understanding of GIS applications and spatial data queries.</li> </ul>
4.	<b>Engineering</b>	<ul style="list-style-type: none"> <li>• Proven experience, including integrated infrastructure demand analysis and planning, capital project investment planning, analysis, prioritization, and budget planning.</li> <li>• Proven experience and knowledge of the full lifecycle of infrastructure planning and design, including project conceptualization, master planning, project preparation and project readiness, infrastructure delivery systems.</li> <li>• Knowledge of municipal powers and functions, service delivery and governance related legislation.</li> <li>• Knowledge and experience in municipal engineering services.</li> </ul>

No.	Skillset	Knowledge, experience, and expertise
5.	<b>Environmental management</b>	<ul style="list-style-type: none"> <li>• Sound knowledge of environmental legislation, institutional structures and environmental assessment and management practices.</li> <li>• Proven experience working on Environmental and Spatial Development Frameworks with demonstrated involvement.</li> <li>• Proven competence to analyze the environment in such a way as to identify significant issues, problems and characteristics and distinguish between underlying causes and superficial symptoms.</li> <li>• Proficiency in integrating and coordinating significant components of both the socio-economic and biophysical environments in such a way as to evaluate options and trade-offs and facilitate sound decision making; and</li> <li>• The ability to offer innovative solutions to address any identified issues in the municipal area.</li> </ul>
6.	<b>Economic development</b>	<ul style="list-style-type: none"> <li>• Ability to utilize existing policies pertinent to economic and regional development to supplement the MSDF.</li> <li>• Experience in urban development, the economics of development regulations and public private partnerships.</li> <li>• Understanding of local government's role within the regional economy as well as the main cross border relationships with adjacent municipalities.</li> <li>• Demonstrated understanding the relationships between various economic variables and the environmental, social and infrastructure contexts; and</li> <li>• The ability to offer innovative solutions to address any relevant issues identified in the municipal area.</li> </ul>
7.	<b>Heritage</b>	<ul style="list-style-type: none"> <li>• Proven experience in delineating cultural landscapes, clusters of heritage resources and heritage areas.</li> </ul>

**7.9 Declaration of Interest:** Service Providers must declare **ANY FORM of interest** in the project or other projects that may be construed (by the municipality, other applicants or interested and affected parties) as having an impact on the envisaged outcomes of this bid. Failure to declare any such interest could result in the cancellation of the bid by the Municipality. See attached declaration form as **Annexure 4 (Returnable document)**

**7.10 This Declaration of Interest (Annexure 4) is a compulsory returnable document and must be fully completed, signed, and submitted together with the bid.**

**8. RESPONSIBILITY OF THE SERVICE PROVIDER**

8.1. The following broad roles and responsibilities apply to the service provider for the duration of this project:

- a) Full management of the project and its deliverables, including any sub-deliverables quoted for by the Service Provider in their bid;
- b) To serve on the Project Committee and Intergovernmental Steering Committee (where relevant) appointed in terms of the Municipal By-Law and lead discussions relating to the MSDF in accordance with an agenda;
- c) To present detailed monthly project progress reports at PC meetings;
- d) Any public participation processes as per the legislative requirements;
- e) Facilitation of workshops with officials, councillors, provincial and national departments as required, to ensure all parties are well informed and contribute to the MSDF preparation process;
- f) The project manager from the Service Provider team will be required to be present at all meetings, presentations, and public participation engagements;
- g) Preparing the draft invitations and agendas to all meetings;
- h) The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event;
- i) The development of appropriate communication materials to support the effectiveness the public participation process;
- j) Presentations to the relevant Municipal Portfolio Committee(s) as well as Council.
- k) Any requirements as set out in the Terms of Reference not listed here.

**9. RESPONSIBILITY OF THE MUNICIPALITY**

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

- a) Contractual and financial control;
- b) Project leadership and management of critical path aspects;
- c) Sharing of GIS data and rendering assistance with production of GIS based maps as may be agreed between the parties;
- d) Acceptance of all project deliverables;
- e) Provide comment, technical assessment and vetting of all draft products;
- f) Assist the Service Provider with the organisation of all structured meetings;
- g) Assist the with logistical arrangements including invitations, booking of venues and communication of timeslots;
- h) Assist the Service Provider with the copying of documents as may be necessary prior to and after meetings and any workshops; and
- i) Any aspect that may arise during the execution of the project and agreed upon by both parties.

## **10. PROJECT OR CONTRACT PERIOD**

- 10.1. The timeframe envisaged for the duration of the project is approximately 12 months from the date of appointment. Ideally the time schedule for the project needs to coincide with the IDP process in order to ensure Council can adopt the final MSDF concurrently with the new/ amended IDP. It is expected of the Service Provider to ensure that sub-contractors/partners in the project adhere to the time commitments. Timeframe subject to finalisation of local government election in 2026/2027. The number of PC and ISC meetings is to be confirmed on Project Inception. **The bid proposal must conform to this requirement.**

## **11. REQUESTS FOR CLARIFICATION AND BID PRESENTATIONS**

- 11.1 Interested parties considering submitting a bid may submit written requests relating to matters requiring clarity. Any information provided in response to such requests, will be copied to all interested parties.
- 11.2 All bidders who obtain a minimum of 80% for functionality may be required to make a presentation of no longer than 30 minutes to the Bid Specification Committee (BSC) and or any other relevant stakeholder(s) within one month of the closing date of the bid, on a date determined by the BSC.

- 11.3 A **compulsory clarification meeting** will be held to provide further information and clarification regarding this bid. Attendance at this meeting is **mandatory** for all prospective bidders.

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Venue:** \_\_\_\_\_

Failure to attend the compulsory clarification meeting will result in the bid being **deemed non-responsive** and **disqualified from further evaluation**, irrespective of the stage at which such non-compliance is identified. An invitation to the virtual clarification meeting can be requested from Mr. Jeffrey Davids at [jdavids@george.gov.za](mailto:jdavids@george.gov.za).

## 12. INTELLECTUAL PROPERTY

- 12.1 Copyright, patent rights and other similar rights in any works, products or digital/spatial information created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to the Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.
- 12.2 All information documents, digital/spatial information, records, and books provided by the Municipality to any Service Provider in connection with the proposal or otherwise are strictly private and confidential. The Municipality reserves the right to disclose any information provided by any Service Provider to any of the employees of the Municipality.

## 13. DECLARATION OF CONFIDENTIALITY

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

## 14. PRICING INSTRUCTIONS

- 14.1 Only one bidder will be appointed.



- 14.2 The tender prices will be fixed for the duration of the contract. No escalation for the tender prices during the tender period will be allowed. Take this factor into consideration when you tender.
- 14.3 Tenderers must tender for all the items in the pricing schedules (each line and column). If a tenderer does not tender for all the items, your tender will not be considered for evaluation. Should any of the items be rendered free of charge such must be indicated as R0.00 or in wording "free of charge".
- 14.4 The pricing will be evaluated on the total amount of the professional fees as indicated in the pricing schedule herewith included.

## 15. FINANCIAL PENALTIES

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

## 16. EXTRA WORK

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

## 17. OUTCLAUSE

- 17.1 The George Municipality reserves the right not to appoint if suitable service providers are not found.
- 17.2 The George Municipality reserves the right to terminate the contract if there is clear evidence of non-performance.

## 18. CONTACTABLE OFFICIALS FOR CLARIFICATION

- 18.1 Enquiries related to these **Terms of Reference** can be directed to:

Name of Official	Tel. number	Email Address
Henriette Koch	044 801 9024	<a href="mailto:hkoch@george.gov.za">hkoch@george.gov.za</a>
Robert Janse van Rensburg	044 801 9436	<a href="mailto:rhjansevanrensburg@george.gov.za">rhjansevanrensburg@george.gov.za</a>

## 19. BID CRITERIA

For the Municipality to evaluate the bid the bidder must adhere to and comply with the requirements set out in this section.

### 19.1 Stage1: Pre-Qualification and Administrative responsiveness:

Tenders will be evaluated as follows:

#### Stage 1: Pre-Qualification

#### **Compulsory requirements for the service provider team:**

NO.	COMPULSORY CRITERIA	MEETS REQUIREMENTS
1.	The project manager must be a Professional Planner (minimum academic B-degree in Town and Regional Planning) with a minimum of 10 years proven experience/track record of relevant spatial planning and project management, and professional registration and in good standing with the South African Council for Planners (SACPLAN).	
2.	Town Planner be a Professional Planner (minimum academic B-degree in Town and Regional Planning) and professional registration and in good standing with the South African Council for Planners (SACPLAN).	
3.	Environmentalist with a Degree in Environmental Management (or equivalent qualification in Natural/Physical/Environmental Science)	
4.	A GIS Practitioner with an appropriate B-degree accredited GIS qualification or equivalent qualification approved by the South African Council for Professional and Technical Surveyors (PLATO) or South African Geomatics Council (SAGC) and registration with the South African Geomatics Council (SAGC) or similar.	
5.	A Professional Civil Engineer with a minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA)	
6.	An Economist with a minimum B-degree in economics.	

Documents to be submitted (failure to submit according to specification and criteria will result in disqualification):

1. A certified copy of the nominee's qualifications, not older than six (6) months.

2. A copy of the nominee's SACPLAN registration certificate indicating good standing.
3. Documents as required listed in Section 19.2 a), b) & c).

**Failure to provide proof or evidence of 19.2 a), b), and c) or comply with the compulsory requirements will result in DISQUALIFICATION of your BID.**

**19.2 Stage 2: Functional responsiveness:**

Only tenders scoring a minimum of 72 out of 90 points in Stage 2 will be eligible for further evaluation in Stage 3.

In stage 3, qualifying tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

**The following is required for the evaluation of the Tender:**

- a) Submission of **resumes of project team members** to be allocated to the project with supporting evidence to clearly illustrate that the member complies with the competencies set out herein, a description of each member's technical competence with 10 years' referenced experience in relation to the project's objectives and track record of relevant expertise. For points to be allocated to the bidder, the qualifications of the nominated team member must be relevant to the nature of the work and the number of years' experience related to the nature of the work required should be clearly indicated. Evidence of registration and being in good standing with the relevant professional bodies must also be submitted.
- b) Outline of suggested **approach and methodology**. The proposed methodology and project plan must set out an approach which responds to the proposed scope of work and articulates what the bidder is offering to provide. The bidder must set out their understanding of the objectives of the study, giving the stated and implied requirements, highlighting issues of importance, and explaining the technical approach that would be adopted to address these.

- c) **Project Plan** detailing roll out of the project including an organizational chart and work breakdown structure that complies with the scope of work, i.e.:
- i. A detailed breakdown of the various tasks, subtasks, calendar time allocation to correspond with the IDP time schedule, resources allocated, major activities and milestones relative to cash flow expectations.
  - ii. A schedule of project team members allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (inclusive of VAT); and
  - iii. Detailed breakdown of budget and cash flows for each of the components and phases. Professional Fees will cover all technical work, including mapping and GIS capture, disbursements, and specialist inputs. Direct costs include cost of subsistence, travel, accommodation, photocopies, printing and mailing cost of letters, equipment, etc. Provision must also be made for printing and replication of the project deliverables.

**Failure to provide proof or evidence of 19.2 a), b), and c) will result in DISQUALIFICATION of your BID.**

#### STAGE 2: Functional Responsiveness

<b>FUNCTIONALITY CRITERIA</b>	<b>Weighting Factors</b>
<b>SERVICE PROVIDERS' SKILLS, COMPETENCIES AND EXPERIENCE</b>	<b>40</b>
Professional Planner as Project Manager with proven management skills and experience in projects of similar scope and character to that envisioned in this terms of reference	10
Experience and expertise in spatial planning	10
Experience and expertise in environmental management practices	5
Experience and expertise in civil engineering	5
Experience and expertise in economic development	5
Experience and expertise in GIS projects of a similar scale and nature	5
<b>INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED</b>	<b>30</b>
Interpretation of the scope of work and clarity on understanding the brief	20
A clear indication and description of what the bidder is offering to provide in phased process that is in line with the guidelines for the drafting of MSDFs.	10

<b>ABILITY TO DELIVER EXPECTED PRODUCT WITHIN TIMEFRAMES STIPULATED</b>	<b>20</b>
Detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable	10
Associated schedule of team members	5
Associated detail breakdown of budget and cash flows / payment schedule	5
<b>TOTAL SCORE</b>	<b>90</b>
Minimum functionality score to qualify for further evaluation	<b>72</b>

### **DESCRIPTION OF SCORES**

#### **1. SERVICE PROVIDERS' SKILLS, COMPETENCIES AND EXPERIENCE = 40 POINTS**

<b>TOTAL WEIGHTING = 40</b>	<b>MAX VALUE</b>	<b>SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE</b>
<b>Project Management Weighting = 10</b>	<b>10</b>	Professional Planner as Project Manager with 17 or more years' experience with proven management skills and knowledge in undertaking and managing 5 or more SDF-projects or projects of similar scope and character to that envisioned in this terms of reference
	<b>7</b>	Professional Planner as Project Manager with 15 to 16 years' experience, proven management skills, and knowledge in undertaking and managing 4 SDF-projects or projects of similar scope and character to that envisioned in this terms of reference
	<b>4</b>	Professional Planner as Project Manager with 13 to 14 years' proven management skills and knowledge in undertaking and managing 3 SDF-projects or projects of similar scope and character to that envisioned in this terms of reference
	<b>2</b>	Professional Planner as Project Manager with 10 to 12 years' proven management skills and knowledge in undertaking and managing 2 SDF-projects or projects of similar scope and character to that envisioned in this terms of reference
	Disqualified	Professional Planner as Project Manager with less than 10 years' proven experience.

Spatial Planning (registered town Planner) <b>Weighting = 10</b>	<b>10</b>	10 or more years' experience and expertise in spatial planning practices.
	<b>6</b>	5 to 9 years' experience and expertise in spatial planning practices.
	<b>2</b>	1 to 4 years' experience and expertise in spatial planning practices.
	<b>0</b>	No experience and expertise in spatial planning practices.

Environmental Management <b>Weighting = 5</b>	<b>5</b>	7 or more years' experience and expertise in environmental management practices.
	<b>4</b>	4 to 6 years' experience and expertise in environmental management practices.
	<b>2</b>	1 to 3 years' experience and expertise in environmental management practices.
	<b>0</b>	No experience and expertise in environmental management practices.

GIS projects <b>Weighting = 5</b>	<b>5</b>	7 or more years' experience and expertise in GIS projects of a similar scale and nature
	<b>4</b>	4 to 6 years' experience and expertise in GIS projects of a similar scale and nature
	<b>2</b>	1 to 3 years' experience and expertise in GIS projects of a similar scale and nature
	<b>0</b>	No experience and expertise in GIS projects of a similar scale and nature

Infrastructure service delivery / civil engineering <b>Weighting = 5</b>	<b>5</b>	10 or more years' experience and expertise in infrastructure service delivery / civil engineering
	<b>4</b>	5 to 9 years' experience and expertise in infrastructure service delivery/ civil engineering
	<b>2</b>	1 to 4 years' experience and expertise in infrastructure service delivery/ civil engineering
	<b>0</b>	No experience and expertise in infrastructure service delivery / civil engineering

Economic development <b>Weighting = 5</b>	<b>5</b>	7 or more years' experience and expertise in economic development
	<b>3</b>	1 to 6 years' experience and expertise in economic development
	<b>0</b>	No experience and expertise in economic development

## 2. INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED = 30 POINTS

Understanding of scope of work <b>Weighting = 20</b>	20	Proposal indicates an excellent understanding of scope of work, giving the stated and implied requirements, highlighting issues of importance and explaining the proposed technical approach that would be adopted to address these and give a clear indication of deliverables provided in phased process
	15	Proposal indicates a good understanding of scope of work, giving the stated and implied requirements, highlighting issues of importance and explaining the proposed technical approach that would be adopted to address these and give a clear indication of deliverables provided in phased process
	5	Proposal demonstrates a poor understanding of scope of work and requirements and issues of importance and provides limited information on the technical approach to be adopted
	0	Proposal does not reflect the implied requirements of scope of work and/or explain the proposed technical approach and/or reflects no issues of importance

A clear indication of deliverables <b>Weighting = 10</b>	10	An excellent indication of deliverables provided that is in line with the guidelines for the drafting of MSDFs.
	3	A poor indication of deliverables with little cognizance taken of the Guidelines for the drafting of MSDFs
	0	No indication of deliverables included, and no cognizance taken of the Guidelines for the drafting of MSDFs

## 3. ABILITY TO DELIVER EXPECTED PRODUCT WITHIN TIMEFRAMES STIPULATED = 20 POINTS

work breakdown structure <b>Weighting = 10</b>	10	An excellent and detailed work breakdown structure provided indicating tasks, resources allocated and timeframes applicable
	5	An acceptable work breakdown structure is provided but does not indicate all tasks, resources allocated and timeframes applicable
	2	A poor work breakdown structure is provided and does not indicate all tasks, resources allocated and timeframes applicable
	0	No work breakdown structure is provided

Schedule of team members weighting= 5	5	Detailed schedule of all team members provided
	2	An acceptable schedule of team members is provided but does not provide sufficient detail
	0	No schedule of team members is provided

  

Breakdown of budget weighting = 5	5	An excellent and detailed breakdown of budget and cash flow / payment schedule provided that corresponds with the IDP timeline
	2	An acceptable breakdown of budget and/or cash flow / payment schedule provided
	0	No breakdown of budget and no cash flow / payment schedule indicated

## ANNEXURES

ANNEXURE 1: Summary of Process Requirements for drafting an MSDF. For noting.

ANNEXURE 2: SANS 1878 for Spatial Metadata. For noting.

ANNEXURE 3: GIS Requirements. For noting.

ANNEXURE 4: Declaration of Interest (**Compulsory returnable document**)



**PRICING SCHEDULE**

<b>NR</b>	<b>DELIVERABLE COMPONENT</b>	<b>COST PER DELIVERABLE</b>
1.	Inception Report (See Par. 4.1)	R
2.	Status Quo Report (See Par. 4.2)	R
3.	MSDF Report (See Par 4.2 – 4.3)	R
4.	Close Out Report (See Par 4.4)	R

**TOTAL PRICE (EXCLUDING VAT)** R \_\_\_\_\_

**15% VAT** R \_\_\_\_\_

**TOTAL PRICE (all applicable taxes included)** R \_\_\_\_\_

Signature of Tenderer: .....

Date: .....

## **COMPULSORY TO COMPLETE**

### **Annexure 4: Declaration form**

#### **DECLARATION OF INTEREST**

1. In order to limit subjectivity, avoid subjective promotion towards specific planning ideology and manipulation of project outcomes it is important that service providers have professional conduct and at all times act according to the code of conduct stipulated in Section 18(1),(2) and (3) of the Planning Professions Act (Act 36 of 2002). In view of possible allegations of contravening the said sections in the Act, it is required that the bidder or their authorised representative declare their position in relation to the proposed development and area of study and/or take an oath declaring his/her interest.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

**2.1 Full Name:** \_\_\_\_\_

**2.2 Identity number:** \_\_\_\_\_

**2.3 South African Council for Planners Registration Number:** \_\_\_\_\_

- 2.4 Do you or any of your team members whom is part of this bid have a vested interest in the project and/or study area, other than the outcomes of this project?

**YES / NO**

2.4.1 If so, furnish particulars.

.....

.....

.....

.....

.....

.....

- 2.5 Are you connected with any person or organisation that is having a vested interest in the project and/or study area, other than the outcomes of this project?

**YES / NO**

2.5.1 If so, state particulars.

.....

.....

.....

.....

.....

.....

2.6 Do you, have any relationship (family, friend, other) with a vested interest in the project and/or study area, other than the outcomes of this project?

**YES / NO**

2.6.1 If so, state particulars.

.....

.....

.....

.....

.....

## **DECLARATION**

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVES TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PAST EXPERIENCE

**This schedule is compulsory to complete!**

---

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

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenderer

## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider 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 documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the rates reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR M PHOSA**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: PLANNING AND DEVELOPMENT**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**TAX COMPLIANCE INFORMATION****PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 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.		
1.3 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
<b>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 1.3 ABOVE.</b>		

**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: .....

**MBD 4****DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
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 the 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 / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder member: .....	
	Name of state institution at which you or the person connected to the bidder is employed: .....	
	Position occupied in the state institution: .....	
	Any other particulars: .....	

3.9 3.9.1	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	<b>YES / NO</b>
3.10 3.10.1	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	<b>YES / NO</b>
3.11 3.11.1	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<b>YES / NO</b>
3.12 3.12.1	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p>	<b>YES / NO</b>

	<p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	<b>YES / NO</b>
3.13.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
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?	<b>YES / NO</b>
3.14.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
<b>5.</b>	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<sup>1</sup>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 or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

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

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price;
- (b) BBBEE; and
- (c) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
<b>Total points for PRICE and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

##### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.**

##### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2



Outside the borders of the Western Cape	2	1
---	---	---

**Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.**

**George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.**

**The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)**

**The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).**

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

## **5. BID DECLARATION**

Tenderers who claim points in respect of BBBEE must complete the following:

### **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

5.1. Contribution to BBBEE: ..... = .....(maximum of 5 or 10 points)
--

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF  
PARAGRAPHS 4.1 AND 4.1.2**

5.2.	<b>Contribution to specific Goals: ..... = .....(maximum of 5 or 10 points)</b>
------	---

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a

- period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION**

**FORM IS 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**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  - 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  - 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
    - a. take all reasonable steps to prevent such abuse;
    - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
    - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  - 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  - 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**MBD 9**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE 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.



**MBD9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

<sup>3</sup> 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.

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

**Tender Number: GMT038/25-26**

**Name of the Bidder:** \_\_\_\_\_

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2026

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION **MUST** STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

## **GEORGE MUNICIPALITY PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **TABLE OF CLAUSES**

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## **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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 “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.
  - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 “GCC” means the General Conditions of Contract.
  - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## 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 provider 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 provider'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 provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

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 provider 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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation:

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

13. Incidental services:

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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 provider for similar services.

14. Spare parts:

- 14.1 As specified, 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.
- 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 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, 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.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 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.

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 provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 these 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 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods 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 judgement 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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 Counter-Vailing duties and rights:
  - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier 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:

- 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 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 to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

- 28.1 Except in cases of criminal negligence or willful 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.
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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts:
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts:
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such

agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 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.
- 35.2 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 are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 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.