GEORGE MUNICIPALITY

BID DOCUMENT NUMBER: GMT016/26-27

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDE TO COMPILE A PRECINCT PLAN KNOWN AS THEMBALETHU-SOUTH NEIGHBOURHOOD AND ECONOMIC PRECINCT FOR A PERIOD OF ONE (1) YEAR FROM DATE OF APPOINTMENT

ENQUIRIES: R JANSE VAN RENSBURG / H KOCH
YORK STREET
GEORGE
(044) 801 9436 / (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 ……..……..

Total Price (All Applicable Taxes Included)	R	
PREFERENCES CLAIMED FOR:		
B-BBEE Status Level of Contributor and Point Claimed:	Level: _____	Point Claimed: _____
Locality Status and Point Claimed:	Locality: _____	Point Claimed: _____

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 TUESDAY, 24 NOVEMBER 2026

INDEX

DESCRIPTION	PAGE NUMBERS
Tenderer Contact Details	4
Advertisement	5-6
Invitation to Bid	7
Details of Tenderer	8
Details of Tendering Entity's Bank	9
Resolution taken by the Board of Directors / Members / Partners	10
Resolution taken by the Board of Directors of a Consortium or Joint Venture	11-12
Joint Venture Information / Agreement	13
Schedule of Proposed Sub-Contractors	14
Tender Specifications	15 – 36
Pricing Schedule	37
List of Annexures	38
Annexure 3: Declaration of Interest	39 – 40
Past Experience	41
The Tender Offer and Acceptance	42 – 44
MBD1 – Tax Compliance Information	45 – 46
MBD4 – Declaration of Interest	47 – 50
MBD6.1 – Preference Points Claim form	51– 57
MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	58 – 59
MBD9 – Certificate of Independent Bid Determination	60 – 62
Certificate for Municipal Services	63
General Conditions of Contract	64 – 75
Annexure 1: SANS 1878 for Spatial Metadata. For noting.	
Annexure 2: GIS Requirements. For noting.	
Annexure 3: Declaration of Interest **(Compulsory returnable document)**	
Annexure 4: Scoring sheet	
Annexure 5.1: Meulen River Management Plan	

Annexure 5.2: Schaapkop River Management Plan Annexure 5.3: Go George Integrated Public Transport Network Annexure 5.4: NMB Urban Design Extension Annexure 5.5: Thembalethu Precinct Plan	

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:		**Mark choice of correspondence with X**
Postal Address:	.... Postal Code:	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NUMBER / NOMMER: GMT016/26-27

Tenders are hereby invited for the **Appointment of a Service Provider to Compile a Precinct Plan known as the Thembalethu-South Neighbourhood and Economic Precinct for a period of one (1) year from date of appointment.**

Completed tenders in a sealed envelope, clearly marked:

Tender No. GMT016/26-27 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 **Tuesday, 24 November 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 documents are available at a **non-refundable deposit of R309.35 each** from the Supply Chain Management Unit, **Fifth Floor**, Civic Centre, 71 York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated and awarded as follows:

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

Stage 2: Functionality Criteria
Only tenderers scoring a minimum of 64 out of 80 points in Stage 2 will be further considered for evaluation in Stage 3.

Stage 3: Price, B-BBEE and Specific Goals:
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 Mr. Robert Janse van Rensburg / Mrs. Henriette Koch at (044) 801 9436 / (044) 801 9024 or rhjansevanrensburg@george.gov.za / hkoch@george.gov.za.

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 bidder may be appointed.

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

Tenders word hiermee ingewag vir die **Aanstelling van 'n Diensverskaffer om 'n Gebiedsplan, bekend as die Thembalethu-Suid-buurt- en Ekonomiese Gebied, op te stel vir 'n tydperk van een (1) jaar vanaf die datum van aanstelling.**

Voltooide tenders in 'n verseëlde koevert, duidelik gemerk:

Tender Nr. GMT016/26-27 moet voor **Dinsdag, 24 November 2026** om **12:00** in die tender bus by die George Munisipaliteit op die **Vyfde Vloer**, Direktoraat: 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 dokumente is verkrygbaar teen 'n **R309.35 nie-terugbetaalbare deposito** elk by die Voorsieningskanaal Bestuurseenheid op die **Vyfde Vloer**, Burgersentrum, Yorkstraat 71, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Voorafkwalifikasie en Administratiewe Voldoening soos per tender spesifikasies.

Fase 2: Funksionaliteit
Slegs tenderaars wat 'n minimum van 64 uit 80 punte in hierdie fase behaal, sal verder oorweeg word vir evaluering in Fase 3.

Fase 3: Prys, B-BBEE en Spesifieke Doelwitte:
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 Mnr. Robert Janse van Rensburg / Mev. Henriette Koch op (044) 801 9436 / (044) 801 9024 of rhjansevanrensburg@george.gov.za / hkoch@george.gov.za.

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 mag aangestel word.

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

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

DR. DGI O'NEILL
ACTING MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

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

DR. DGI O'NEILL
WAARNEMENDE 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 TO COMPILE A PRECINCT KNOWN AS THE THEMBALETHU-SOUTH NEIGHBOURHOOD AND ECONOMIC PRECINCT FOR A PERIOD OF ONE (1) YEAR FROM DATE OF APPOINTMENT.

BID NUMBER: GMT016/26-27

CLOSING DATE: 24 NOVEMBER 2026

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:
Supply Chain Management Unit The Civic Centre (5th 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 **Person Signing the Tender**:	Name: _____ Telephone: (___) _____ Fax: (___) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the **Senior Manager Responsible for Overseeing Contract Performance**:	Name: _____ Telephone: (___) _____ Fax: (___) _____ Cellular Number: _____ E-mail address: _____
Contact Details of **Person Responsible for Accounts / Invoices**:	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:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
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: GMT016/26-27 – TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A PRECINCT PLAN KNOWN AS THE THEMBALETHU-SOUTH NEIGHBOURHOOD AND ECONOMIC PRECINCT FOR A PERIOD OF ONE (1) YEAR FROM DATE OF APPOINTMENT.

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:
GMT016/26-27 – TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO COMPILE A PRECINCT PLAN KNOWN AS THE THEMBALETHU-SOUTH NEIGHBOURHOOD AND ECONOMIC PRECINCT FOR A PERIOD OF ONE (1) YEAR FROM DATE OF APPOINTMENT.

(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)

_____

_____

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

Name of Joint Venture:	
Names of Each Enterprise:	
(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 ☐ NO ☐
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. <u>If no Joint Venture Agreement is submitted, your tender will be disqualified</u>.

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. INTRODUCTION AND BACKGROUND

The development of the Thembalethu-South Neighbourhood and Economic Precinct Planning Project has been identified as an integral part of the social and economic transformation of this populous sub-area of George. The George Municipality (GM) together with the Western Cape Government (WCG) have collaborated under the Regional Social-Economic Programme (RSEP) to derive a comprehensive development plan to guide impactful implementation and attract investment in the southern urban area of Thembalethu, referred to as "Thembalethu-South Neighbourhood and Economic Precinct Plan Project". The project aims to develop an integrated, action-oriented local area plan to guide spatial transformation, economic development, and urban regeneration in the southern node of Thembalethu. The area which was included in the Thembalethu South Precinct is seen in Figure 1.

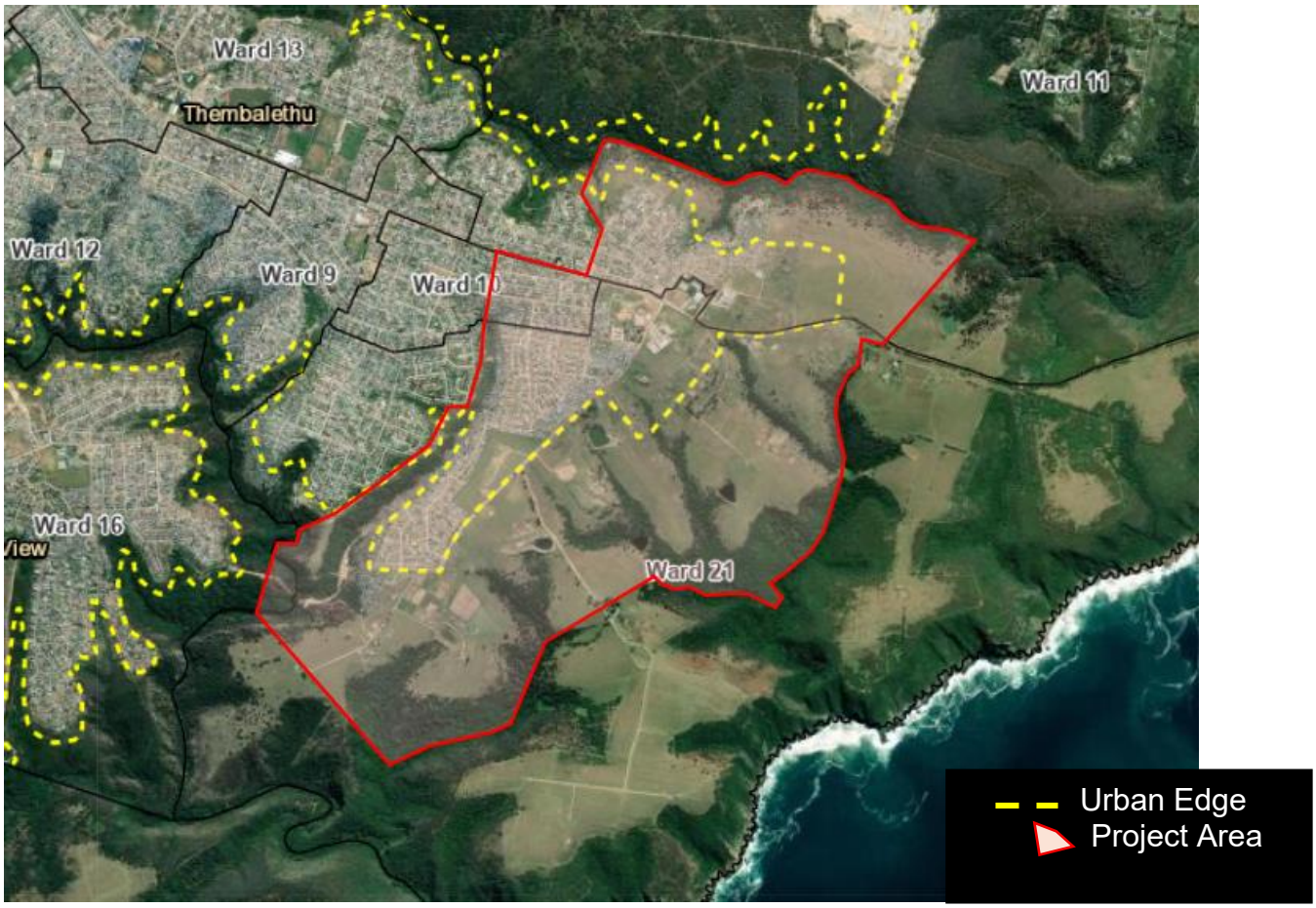

Figure 1: Thembalethu-South Neighbourhood and Economic Precinct Area

During the establishment of the Ilisolethu Precinct (part of the Neighbourhood Development Partnership Programme (NDPP) from National Treasury), the area known as the southern node was not included in the demarcated boundary of the NDP Programme. The George Municipality, however, appointed a service provider to create an urban design plan for the remainder of Nelson Mandela Boulevard, including the southern node area. Emphasis was placed on proposals to enhance the functionality of a portion of this node from both a social and economic perspective. With recommendations made, the lack of funding prevented the project from entering

detailed design. The George Integrated Public Transport Network (GIPTN) team identified the nodal area as an adequate/ideal space to establish a transfer location. As part of refining the transfer location, the appointed service provider created a proposal for how the area around the transfer location could potentially develop over the short, medium and long term. Unfortunately, due to the proposals not directly aligning with the integrated transport function, the further design of the proposals could not continue.

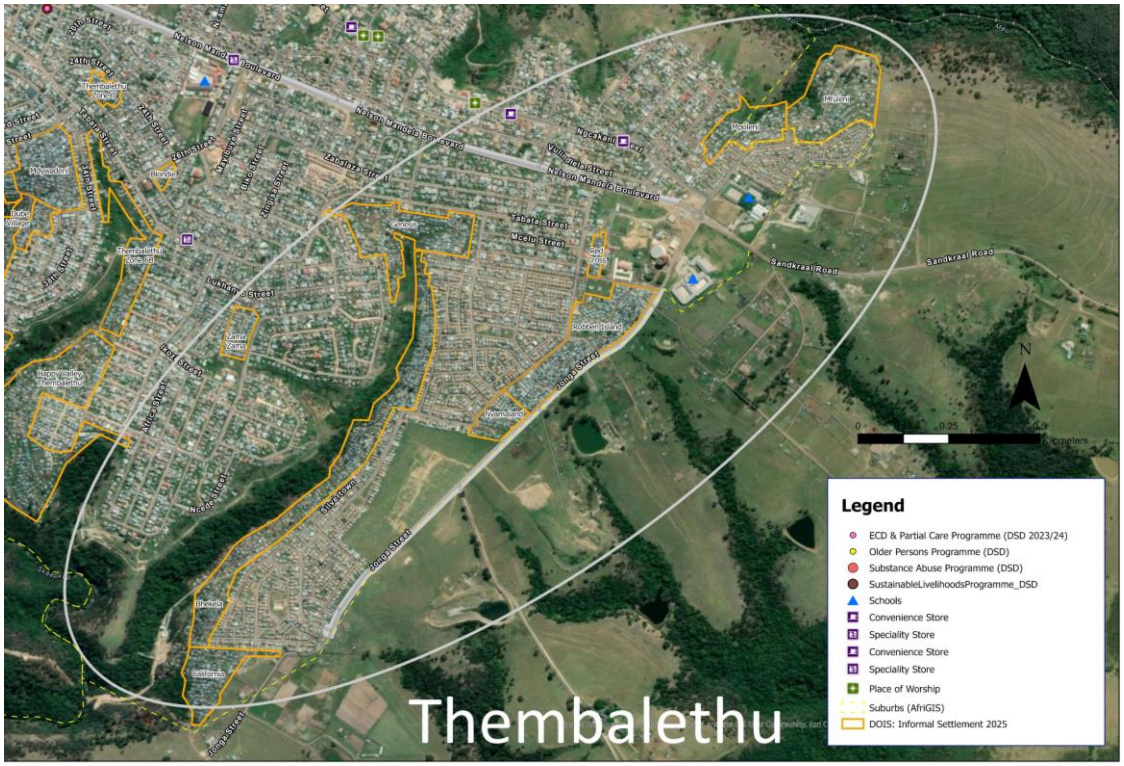

Figure 2: Thembalethu-South Neighbourhood and Economic Precinct Area, Abutting Amenities and Land Uses

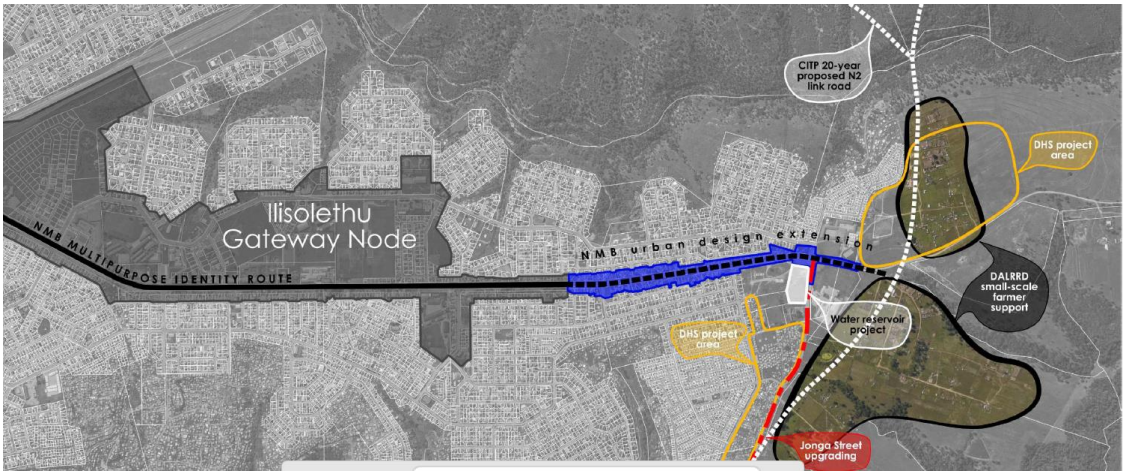

Figure 3: Nelson Mandela Boulevard Urban Design Extension

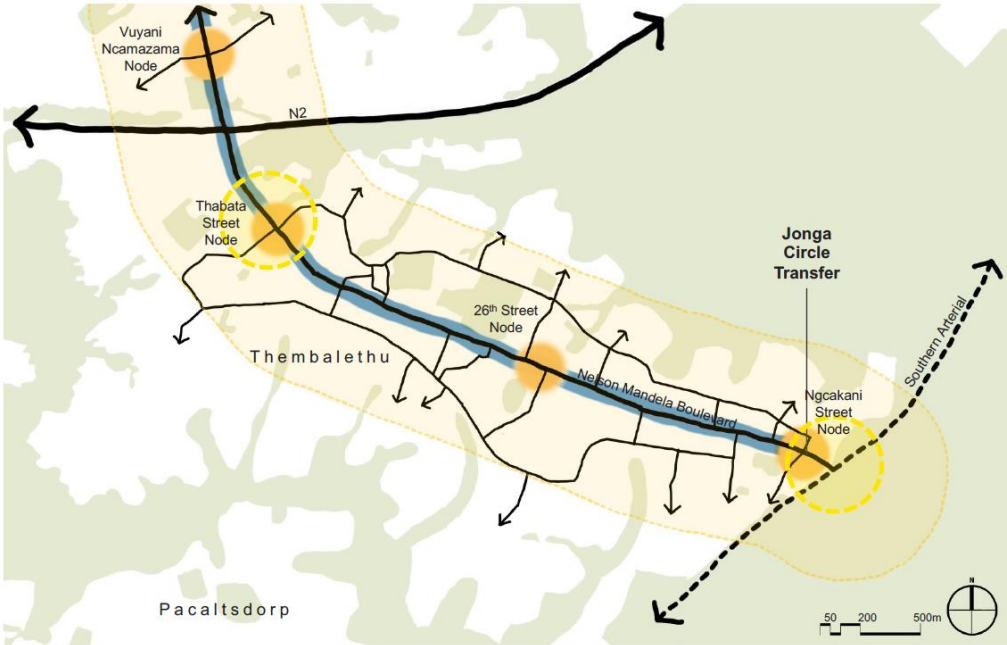

Figure 4: Go George Integrated Transport Network Jonga Phase 3

The George MSDF makes several references to the Thembalethu Southern Node, including the specific policy guideline for B1: PG d: Regional Social Uses and Socioeconomic support functions that states" Thembalethu Southern Node to be extended to facilitate possible regional economic support uses/infrastructure (FSPU)." The node is also identified in the Principal Public Transport / Activity Corridors: City Area table on page 78 as a priority node. In the George IDP document, the ward priorities for Ward 11, which forms part of the Thembalethu Southern Node, include requirements for sport fields, parks and additional tree planting. Ward Priorities for Ward 21 include: a community hall, youth recreational centre, library and suitable land for farming. The George Municipality Spatial Development Framework, 2023 has identified Thembalethu as one of the dormant neighbourhoods that have few economic opportunities. Additionally, the central and southern suburbs of the city area include a significant component of informal dwellings; these areas accommodate the majority of the residents of George in a very dense urban environment. Thembalethu is one of the densely populated suburbs. The primary mandate of a precinct plan is to provide more detailed proposals for areas that are anticipated to have significant growth and development over the course of time.

The general design guidelines have been developed as part of NMB Design Extension. These guidelines relate to, amongst other aspects, consideration of well-designed communal space between land uses, areas identified for economic activity (trading and Businesses), areas identified for social uses (Early Childhood Development and Library), areas identified for residential development (Separate flats and Mixed Uses).

2. PURPOSE OF THE TERMS OF REFERENCE AND PROJECT INTENT

The purpose of this project is to invite experienced bidders and to appoint a service provider to develop a comprehensive precinct plan for Thembalethu-South, located within the George Municipality. The overall project intent relates to the considered revitalisation of the *Thembalethu -South Nodal Area.* The Thembalethu-South Precinct has been identified as an area where new development can significantly shape and

alter the community's sense of place and where social and economic transformation can be facilitated.

The successful expert bidder must carry out the necessary assessments, planning and investigations; and develop a functional precinct plan for the respective area. In addition, the successful expert bidder will be required to enter into a formal contract with the George Municipality and work closely with municipal departments, stakeholders, communities, sector departments, and other relevant institutions throughout the duration of the project.

The precinct plan should serve as a strategic tool to:

- Establish a clear spatial structure and strong precinct identity that integrates with that of the Ilisolethu Precinct (NDPP from National Treasury)
- Incorporate and integrate the Nelson Mandela Boulavard (NMB) Urban Design Extension principles and guidelines into the urban design framework for the Thembalethu South Precinct, ensuring that spatial structure, public spaces, movement networks, built form, and development interfaces promote a cohesive, inclusive, walkable, and context-responsive urban environment.
- Formalise and structure trading areas, with traders within well-managed and well-designed economic spaces.
- Improve mobility and accessibility throughout the precinct.
- Strengthen public transport integration around the Jonga Transfer Node;
- Promote integrated spatial transformation;
- Support social and economic revitalisation of Thembalethu South
- Facilitate mixed-use and transit-oriented development;
- Create safe, inclusive, and high-quality public spaces;
- Promote local economic development and Small, Medium, and Micro Enterprises (SMME) opportunities;
- Strengthen rural connectivity and the agricultural-urban interface, integrating farming communities, access routes, and agro-economic linkages into the precinct
- Enhance environmental linkages and integration, embedding ecological corridors, green infrastructure, and climate resilience into the spatial framework.
- Improve investor confidence and attract catalytic investment;
- Guide future infrastructure investment and development implementation.

Previous work undertaken includes (refer to **Annexure 5**):

The Nelson Mandela Boulevard (NMB) Urban Design Extension.
This urban design document looked at NMB and the surrounding properties that could be developed to enhance the urban space for the community. It includes urban design guidelines to enhance the public realm for all users.

Go George Integrated Public Transport Network Jonga Phase 3 Conceptual Framework. This framework looks at the Go George Bus Transfer Facility and potential surrounding development

Thembalethu Precinct Plan Report 2015 (LSDF)
The precinct investment plan included the Thembalethu South. The studies conducted for the precinct plan report are more than 10 years old; the information is thus outdated.

Schaapkop and Meulen Riverine Maintenance Management Plans 2025

3. SCOPE OF WORK/PROJECT DESCRIPTION

The scope of works is indicative and relates to the project intent and context described in section 2. It incorporates the Thembalethu South Economic Precinct Plan.

The successful service provider will be required to ensure the achievement of the objectives of the project, which include, but are not limited to, the following activities:

3.1. Continual Phase: Stakeholder Engagement and Public Participation and establishment of Intergovernmental Steering Committee.

a) Stakeholder identification and engagement planning, establishing an intergovernmental steering committee, including relevant municipal, provincial, public and other stakeholders. The stakeholder identification must specifically include, but not be limited to, the following Western Cape Government departments and divisions**:**
   i. Western Cape Department of Education
   ii. Western Cape Department of Infrastructure;
   iii. Western Cape Department of Environmental Affairs and Development Planning (DEA&DP), including the Coastal Management Division;
   iv. Western Cape Department of Agriculture;
   v. Department of Agriculture, Land Reform and Rural Development (DALRRD)
   vi. George Municipality relevant directorates and departments; and
   vii. Other affected public entities, community structures, landowners, service providers and interest groups, as identified through the stakeholder analysis.

b) Stakeholder and public participation plan as part of the Inception Report
c) Engagement methods and group identification
d) Public participation & stakeholder engagement should take place at least at phases 2, 3, and 4.

3.2. Phase 1: Project Inception

a) Confirm Scope, methodology, project members, project schedule
b) Confirm project methodology, timelines, milestones, and deliverables;
c) Establish communication and reporting protocols;
d) Identify key stakeholders and participation processes;
e) Identify project risks and mitigation measures;
f) Stakeholder Engagement and Public Participation Plan outlining key stakeholders, engagement methods, activities, and an indicative schedule aligned with the project phases, for Municipal approval.
g) Prepare a detailed inception report;

3.3. Phase 2: Status Quo, Baseline Assessment and Spatial Analysis

a) Data collection and review of all relevant municipal data (MSDF 2023, George Integrated Zoning Scheme, 2023 (GIZS), Thembalethu Precinct Plan Report 2015, Go George Integrated Public Transport Network Jonga Phase 3 Conceptual Framework, The Nelson Mandela Boulevard (NMB) Urban Design Extension etc, the riverine maintenance management plans**,** etc.);

b) Review any previous precinct planning, layout approvals, and town development applications;
c) Assessment of the precinct boundary and proposed land-use intensification against the current statutory Urban Edge as defined in the George MSDF 2023, including identification of any areas where the proposed precinct boundary or development intensification extends beyond or conflicts with the Urban Edge.
d) Assessment and motivation of whether an amendment to the Urban Edge is required to give effect to the applicable node extension policy guideline, including consideration of the implications for the current MSDF review process.
e) Identification of existing and proposed agricultural land uses in and adjacent to the precinct, and confirmation that the land use plan does not compromise any Department of Agriculture proposals or existing agricultural land protections;
f) Assessment of rural connectivity and the agricultural-urban interface, including access routes linking farming communities to the precinct, informal agro-trade patterns, and opportunities to strengthen linkages between rural hinterland and urban economic nodes;
g) Demographic profiling & trends;
h) Household characteristics;
i) Poverty and vulnerability analysis/socio-economic analysis;
j) Employment and economic activity analysis and trends;
k) Formal & informal economic activities;
l) Informal economy assessment including trading behaviour and patterns;
m) Economic opportunities and constraints;
n) Housing, settlement patterns and built form analysis;
o) Municipal ownership analysis;
p) Public facility distribution and adequacy;
q) Transportation and mobility assessment including pedestrian movement and NMT desire lines, universal access, public transport, etc;
r) Engineering infrastructure assessment;
s) Environmental & Heritage constraints. Non-developable areas, with reference to the riverine maintenance management plans,
t) Assessment of environmental linkages and integration, including the riverine maintenance management plans, ecological corridors, green infrastructure networks, stormwater/drainage systems, and climate resilience considerations relevant to the precinct's spatial framework.

3.4. Phase 3: Draft Precinct Plan (For Public participation)

a) Precinct development concept including:
   i. Precinct Vision & Development Principles
   ii. Spatial Structuring Elements
   iii. Urban Design Concept
   iv. Mobility & Infrastructure Concept
   v. Urban Edge and MSDF Alignment, including the spatial implications of the current statutory Urban Edge, the applicable node extension policy guideline, and any recommended Urban Edge amendment.
   vi. Informal Trading Integration Concept
   vii. Rural Connectivity and Agricultural-Urban Interface Concept, addressing linkages between the precinct and surrounding farming communities, access routes, and agro-economic integration opportunities
b) Land Use Plan with detailed land use proposals, development parcels with proposed uses, proposed zoning amendments, overlay zones (if required), and identification of any areas requiring consideration for Urban Edge amendment.

c) Urban Design Framework including public realm masterplan, Open space framework, Streetscape designs, 3D Massing and visualisations, architectural and urban design guidelines.
d) Infrastructure Plan including sustainable urban drainage systems, water and sanitation upgrading, electricity upgrading, and road upgrading proposals.
e) Access and Mobility framework including non-motorised transport, walkability, public transport and future linkages.
f) Economic and Socio-Economic Development Strategy: A spatially informed economic and socio-economic development framework that promotes inclusive economic growth, integrates informal and formal economic activities, supports local livelihoods, and ensures equitable access to social facilities and community services.
g) Environmental Linkages and Integration Framework, incorporating ecological corridors, green infrastructure, climate resilience measures, and alignment with environmental and heritage constraints identified in the baseline assessment;
h) Draft Implementation framework: translate the spatial vision and development proposals into a prioritised, actionable, and financially feasible programme that guides public and private sector investment and facilitates the phased implementation of the plan.

3.5. Phase 4: Final Precinct Plan

a) Final Integrated Precinct Plan after refinement of Phase 3 and public participation process including:
b) Final Implementation framework: translate the spatial vision and development proposals into a prioritised, actionable, and financially feasible programme that guides public and private sector investment and facilitates the phased implementation of the plan.
c) Council submission pack including presentation, summary documents, and item to council.

3.6. Phase 5: Project Close Out

a) The final consolidated report containing the entire precinct planning process, key findings, decisions, stakeholder inputs, and approved outputs, and the completion of the study with final recommendations for implementation and next steps including the following documents and information:
   i. **Public Participation & Stakeholder Engagement Report:** A documented record of all consultation processes, stakeholder inputs, and public participation activities undertaken during the project, summarising key issues, comments, and responses, and demonstrating how stakeholder feedback was incorporated into the planning process.
   ii. **Data handover:** GIS information and all document handovers.

3.7. Other Services

a) The Service Provider will be required to provide the following services associated with the process of preparing the deliverables:
   i. Attendance of project management meetings
   ii. Preparation of monthly progress reports
   iii. Attendance and preparation of meeting Attendance Registers, Agendas and Minutes
   iv. Preparing an overview presentation on the draft Precinct Plan report for briefing Council.

v. Preparation of notices notifying the public of the draft precinct plan for comment.
vi. Preparation of programmes, presentations, attendance registers and minutes for public meetings/ stakeholder engagements.
vii. Facilitation of public meetings/stakeholder engagements
viii. Preparation of public participation process report recording all consultations undertaken

4. PROJECT DELIVERABLES

The following components must be read in context and form the basis of this appointment:

Ref	TOR Ref	Component Description	Deliverable
4.1	**3.1,3.2,3.7**	**Project Inception**	**Inception Report:** detailed project plan, methodology, project programme, schedule of team members, data gaps & required information, stakeholder engagement plan, etc.
4.2	**3.1,3.3,3.7**	**Status Quo, Baseline Assessment and Spatial Analysis**	**Status Quo, Baseline Assessment and Spatial Analysis Report:** A comprehensive evidence-based report establishing existing spatial, socio-economic, environmental, infrastructure, and development conditions within the study area to inform the formulation of the spatial vision, framework, and implementation proposals.
4.3	**3.1, 3.4,3.7**	**Draft Precinct Plan**	**Draft Precinct Plan Report:** A spatially structured draft plan that translates the vision and analysis into a preliminary framework of land use, urban form, movement, infrastructure, and development proposals for stakeholder review and refinement. **Other documents** listed in section 3.4 of the TOR listed above and within the development matrix.
4.4	**3.1, 3.5,3.7**	**Final Precinct Plan**	**Final Precinct Plan Report:** A consolidated and approval-ready report that presents the refined precinct vision, spatial framework, land use proposals, urban design guidelines, and implementation framework to guide coordinated development and investment within the precinct. Council submission pack included.
4.5	**3.1,3.6,3.7**	**Close out Report**	**Close Out Report:** The final consolidated report containing the entire precinct planning process, key findings, decisions, stakeholder inputs, and approved outputs, and the completion of the study with final recommendations for implementation and next steps. **Public Participation & Stakeholder Engagement Report:** A documented record of all consultation processes, stakeholder inputs (i.e. to assess relevant sectoral plans and involve departments such as Education, Health, and Rural Development & Land Reform during concept/stakeholder discussions). , and public participation activities undertaken during the project, summarising key issues, comments, and responses, and demonstrating how stakeholder feedback was incorporated into the planning process. **Data handover:** GIS information and all document handovers.

Table 1: Project Deliverables

Deliverable Matrix

Deliverable	Format	Review Draft	Final
Inception Report	MS Word/PDF	✓	✓
Status Quo, Baseline Assessment and Spatial Analysis Report	MS Word/PDF	✓	✓
Land Use Plan	MS Word/PDF	✓	✓
Urban Design Framework	MS Word/PDF	✓	✓
Infrastructure Plan	MS Word/PDF	✓	✓
Access and Mobility Framework	MS Word/PDF	✓	✓
Economic and Socio-Economic Development Strategy	MS Word/PDF	✓	✓
Environmental Linkages and Integration Framework	MS Word/PDF	✓	✓
Draft Implementation framework:	MS Word/PDF	✓	✓
Final Implementation framework:	MS Word/PDF	✓	✓
Public Participation Report	MS Word/PDF	✓	✓
Draft Precinct Plan	MS Word/PDF	✓	
Final Precinct Plan	MS Word/PDF	✓	✓
GIS Package	Geodatabase		✓

- Map deliverables must include at least:
- Land Use Map
- Urban Design Framework Map
- Infrastructure Map
- Development Capacity Map
- Precinct Map
- Public Land Opportunities Map
- Environmental Infrastructure Map
- Catalytic Projects Map
- Implementation Framework Map

5. TECHNICAL SPECIFICATIONS FOR DELIVERABLES

5.1. Detailed specifications for the final Thembalethu South Economic Precinct are as follows:

a) Electronic copies of the final 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 on 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 Precinct 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 shall include complete metadata as per SANS 1878 (included as **Annexure 1** below). GIS requirements must be met in accordance with **Annexure 2**. **Annexures 1** and **2** 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 shall be granted full ownership and administrative access to all project information stored in the shared electronic repository.
i) The maps in the Precinct Plan shall be provided in:
   ix. Draft Hard Copies and Final Hard Copies to the satisfaction of the Municipality. Drafts to be continually provided at each deliverable.
   x. A common GIS format (shapefile/geodatabase/map package) alternatively shapefiles compatible with Esri software
   xi. Jpeg/Vektor format for photographs, graphic displays and static maps for translation and printing purposes. Images must be in a scalable format to ensure quality is not lost if the size changes.
j) All Precinct Proposals to be digitised in shapefile and packaged into a geodatabase.
k) Originals of graphics/photographs must be supplied.
l) The final Precinct Plan 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 3.7, as well as all original public and stakeholder comments/ submissions received.

6. REPORTING AND MEETINGS

a) The appointed Service Provider will report to the Senior Manager: Spatial and Environmental Planning at George Municipality.
b) The Service Provider will be required to arrange and meet with the Senior Manager: Spatial and Environmental Planning at George Municipality once a month (monthly meeting)
c) The Service Provider will be required to submit the monthly project progress report to the Senior Manager: Spatial and Environmental Planning at the Municipality.
d) 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.
e) General arrangements applicable to the abovementioned meetings are as follows:

i. The venue for Meetings will be decided upon by the Municipality. These meetings could be virtual or in-person.
ii. 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.
iii. The Service Provider shall be responsible for the taking and drafting of minutes of all meetings and compiling the attendance registers.
iv. Catering/refreshments by the Service Provider to be provided as per council requirements if necessary.

f) George Municipality will be responsible for any publications/advertisements and associated costs related to the Precinct Plan

7. PROFESSIONAL TEAM

a) A multi-disciplinary professional project team is required.
b) 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, urban design, project management and GIS.
c) 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).
d) 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.
e) Other than the project manager / professional planner, the successful service provider's professional team should at least consist of the following practitioners:

i. An Urban Designer – Appropriate M-degree accredited qualification or equivalent qualification approved by the Urban Design Institute of South Africa (UDISA) and Registration with UDISA
ii. *An Environmentalist – Minimum B-degree in Environmental Management (or equivalent qualification in Natural/Physical/Environmental Science); and
iii. 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.
iv. A Professional Civil Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA); and
v. A Professional Transport Planner/ Traffic Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA); and
vi. A Property/Urban Economist – Minimum B-degree in economics.

*** <u>The Environmentalist's scope covers heritage screening, with a trigger for referral to Heritage Western Cape if a full HIA becomes necessary</u>.**

f) 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.
g) 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.

h) Knowledge, experience, and expertise applicable to the project is listed below:

No.	Skillset	Knowledge, experience, and expertise
1.	**Spatial / Development Planning**	Minimum of 10 years' postgraduate experience, including integrated development planning, development analysis, municipal spatial planning, and precinct planning. Minimum of 10-years' experience in development analysis and planning, and socio-economic profiling. Proven experience and knowledge of the integrated planning, budgeting, and implementation cycle in municipalities. 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. Experience in integrating land use management, environmental, heritage and sector planning (transport, human settlements, economics, etc.) with spatial planning. Knowledge of municipal powers and functions, service delivery and governance-related legislation and issues in the South African local government sector. Sound understanding of the SPLUMA, LUPA and the MSA and demonstrable knowledge of the drafting of CEF implementation in line with the relevant guideline documents. The subject person/s must be a Professional Planner registered with SACPLAN in good standing.
2.	**Project management**	Proven management skills for projects of similar scope and character. The ability to manage the process and ensure coordination, integration and alignment of plans, policies, and strategies of all spheres of government. Experience in innovative public participation at a municipal level. Report writing and facilitation skills. The ability to produce thorough, readable, and informative reports and other material. The project manager should be a Professional Planner registered with SACPLAN in good standing.
3.	**Urban Designer**	Proven experience in urban design, precinct planning, and public realm design projects of similar scope and character. Proven Experience with precinct planning, streetscape design, urban design guidelines, etc. Proven experience in Streetscape and public space concepts. Proven experience in urban design and placemaking guidelines.

No.	Skillset	Knowledge, experience, and expertise
		Proven experience in urban greening strategies and climate change adaptation measures.
4.	**GIS**	Technical skills to develop maps and other spatial information. Geographical information handling, analysis, and interpretation skills; and Understanding of GIS applications and spatial data queries.
5.	**Traffic/Transport Engineering**	Proven experience in transport planning and mobility studies. Proven experience in pedestrian and non-motorised transport planning. Proven experience integrating public transport systems.
6.	**Civil Engineering**	Proven experience, including integrated infrastructure demand analysis and planning, capital project investment planning, analysis, prioritisation, and budget planning. Proven experience and knowledge of the full lifecycle of infrastructure planning and design, including project conceptualisation, master planning, project preparation and project readiness, Sustainable urban drainage systems, and infrastructure delivery systems. Knowledge of municipal powers and functions, service delivery and governance-related legislation. Knowledge and experience in municipal engineering services.
7.	**Environmental management**	Sound knowledge of environmental legislation, institutional structures and environmental assessment and management practices. Proven experience working on Environmental and Spatial Development Frameworks with demonstrated involvement. Proven competence to analyse the environment in such a way as to identify significant issues, problems and characteristics and distinguish between underlying causes and superficial symptoms. Specialist knowledge and demonstrated experience in urban green infrastructure, urban greening strategies, climate change adaptation, and Sustainable Drainage Systems (SuDS), including the application of these approaches to improve urban resilience and environmental sustainability. Proven experience in integrating green infrastructure, climate adaptation, and sustainable water-sensitive approaches into spatial planning and development proposals. Proficiency in integrating and coordinating significant

No.	Skillset	Knowledge, experience, and expertise
		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; Ability to incorporate and develop proposals that are consistent with the Riverine Management and Maintenance Plans (MMPs) and relevant riverine management objectives, particularly in relation to flood risk, ecological functioning, watercourse protection, and appropriate spatial development. The ability to offer innovative solutions to address any identified issues in the municipal area.
8.	**Property / Urban Economist**	Proven experience in urban economics, property market analysis, and feasibility studies. Proven knowledge and understanding of informal and formal markets. Ability to utilise existing policies pertinent to economic and regional development to supplement the Precinct Plan. Experience in urban development, the economics of development regulations and public-private partnerships. Understanding of local government's role within the regional economy as well as the main cross-border relationships with adjacent municipalities. Demonstrated understanding of the relationships between various economic variables and the environmental, social and infrastructure contexts; and The ability to offer innovative solutions to address any relevant issues identified in the municipal area.

i) **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 3 (Returnable document)**

j) **This Declaration of Interest (Annexure 3) is a compulsory returnable document and must be fully completed, signed, and submitted together with the bid.**

8. RESPONSIBILITY OF THE SERVICE PROVIDER

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 Team and lead discussions relating to the project in accordance with an agenda;
c) To present detailed monthly project progress reports;
d) Any public participation processes
e) Facilitation of workshops with officials, councillors, as required, to ensure all parties are well informed and contribute to the Precinct plan 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 correction 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

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 with logistical arrangements including invitations, booking of venues and communication of time slots;
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 PERIOD

a) The timeframe envisaged for the duration of the project is approximately 7 months from the date of appointment. 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 meetings is to be confirmed on Project Inception. **The bid proposal must conform to this requirement.**

11. REQUESTS FOR CLARIFICATION

a) 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.

12. INTELLECTUAL PROPERTY

a) 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 an individual written Agreement signed by both parties.

b) 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. ACKNOWLEDGING WESTERN CAPE GOVERNMENT: RSEP

Based on lessons learned in the past, RSEP Programme Office would like to request that the Western Cape Government: RSEP is acknowledged in the planning document as the sole grant funding stakeholder and be provided an opportunity to provide input into the planning proposals and process.

14. DECLARATION OF CONFIDENTIALITY

a) 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 3rd party gain.

b) All communication with the media regarding this project (if any) will be conducted through the communication component of the Municipality.

15. FINANCIAL PENALTIES

a) 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.

b) 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

a) 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

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

18. CONTACTABLE OFFICIALS FOR CLARIFICATION

a) Enquiries related to these **Terms of Reference** can be directed to:

Name of Official	Tel. number	Email Address
Henriette Koch	044 801 9024	hkoch@george.gov.za
Robert Janse van Rensburg	044 801 9436	rhjansevanrensburg@george.gov.za

19. EVALUATION CRITERIA

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

19.1. STAGE 1: PRE-QUALIFICATION AND ADMINISTRATIVE RESPONSIVENESS:

Tenders will be evaluated as follows:

Stage 1: Pre-Qualification

Compulsory requirements for the service provider team **(Bids that do not meet all of the below requirements and do not provide the necessary documents as proof will be considered non-responsive).**

COMPULSORY CRITERIA	MEETS REQUIREMENTS
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).	
Town Planner be a Professional Planner (minimum academic B-degree in Town and Regional Planning) and be professionally registered and in good standing with the South African Council for Planners (SACPLAN).	
An Urban Designer with an appropriate M-degree accredited qualification or equivalent qualification approved by the Urban Design Institute of South Africa (UDISA) and Registration with UDISA.	

An Environmentalist with a minimum B-degree in Environmental Management (or equivalent qualification in Natural/Physical/Environmental Science);	
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.	
A Professional Civil Engineer with a minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA)	
A Professional Transport Planner/ Traffic Engineer with a minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA)	
A Property/Urban Economist with a minimum B-degree in economics.	

NB: Documents required for Stage 1 MUST be submitted at tender closing and are mandatory (**failure to comply 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 registration certificate indicating good standing where applicable.

19.2 STAGE 2: FUNCTIONALITY:

Only tenders scoring a minimum of 64 out of 80 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.

Bidders are required to provide the following information and documents:

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 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. Refer to **Annexure 4.**

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. Refer to **Annexure 4.**

c) **Project Plan** detailing rolls out of the project including an organizational chart and work breakdown structure that complies with the scope of work, i.e.: Refer to **Annexure 4.**

i. A detailed breakdown of the various tasks, subtasks, calendar time allocation, proposed timeline 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 costs of letters, equipment, etc. Provision must also be made for printing and replication of the project deliverables.

NOTE: Documents required for Stage 2 are used for functionality scoring. Failure to provide proof or evidence of experience, competency and qualifications required in 19.2 a), b), and c) will result in allocation of minimum scores.

STAGE 2: Functional Responsiveness (Annexure 4)

FUNCTIONALITY CRITERIA	**Weighting Factors**
SERVICE PROVIDERS' SKILLS, COMPETENCIES AND EXPERIENCE	**30**
Professional Planner as Project Manager with proven management skills and experience in projects of similar scope and character to that envisioned in these terms of reference	6
Demonstrated Experience and expertise in spatial planning	6
Demonstrated Experience and expertise in Urban Design	3
Demonstrated Experience and expertise in Traffic Engineering	3
Demonstrated Experience and expertise in civil engineering	3
Demonstrated Experience and expertise in environmental management practices	3
Demonstrated Experience and expertise in urban/ property economic development	3
Demonstrated Experience and expertise in GIS projects of a similar scale and nature	3
INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED	**30**
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	10
ABILITY TO DELIVER EXPECTED PRODUCT WITHIN TIMEFRAMES STIPULATED	**20**
Detailed work breakdown structure indicating tasks, resources allocated and timeframes applicable	10
Associated schedule of team members	5

Associated detailed breakdown of budget and cash flows/payment schedule	5
TOTAL SCORE	**80**
num functionality score to qualify for further evaluation	**64**

DESCRIPTION OF SCORES

1. SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE = 30 POINTS

TOTAL WEIGHTING = 30	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE
Project Management **Weighting = 6**	**6**	Professional Planner as Project Manager with 15 or more years' demonstrated experience with proven management skills and knowledge in undertaking and managing 5 or more projects of similar scope and character to that envisioned in these terms of reference.
	4	Professional Planner as Project Manager with 13 to 14 years' demonstrated experience, proven management skills, and knowledge in undertaking and managing 4 projects of similar scope and character to that envisioned in these terms of reference
	2	Professional Planner as Project Manager with 11 to 12 years' demonstrated experience, proven management skills, and knowledge in undertaking and managing 3 projects of similar scope and character to that envisioned in these terms of reference
	1	Professional Planner as Project Manager with 10 years' proven demonstrated experience.
Spatial Planning (registered town Planner) **Weighting = 6**	**6**	10 or more years demonstrated experience and expertise in spatial planning practices.
	4	5 to 9 years demonstrated experience and expertise in spatial planning practices.
	2	1 to 4 years demonstrated experience and expertise in spatial planning practices.
	0	No demonstrated experience and expertise in spatial planning practices.
Urban Designer **Weighting = 3**	**3**	5 or more years demonstrated experience and expertise in urban design practices.
	2	3 to 4 years demonstrated experience and expertise in urban design practices.
	1	1 to 2 years demonstrated experience and expertise in urban design practices.
	0	No experience and expertise in urban design practices.
Traffic/Transport Engineering **Weighting = 3**	**3**	5 or more years demonstrated experience and expertise in Traffic/Transport Engineering
	2	3 to 4 years demonstrated experience and expertise in Traffic/Transport Engineering

	1	1 to 2 years demonstrated experience and expertise in Traffic/Transport Engineering
	0	No experience and expertise in Traffic/Transport Engineering

Infrastructure service delivery / civil engineering **Weighting = 3**	**3**	5 or more years demonstrated experience and expertise in infrastructure service delivery / civil engineering
	2	3 to 4 years demonstrated experience and expertise in infrastructure service delivery/ civil engineering
	1	1 to 2 years demonstrated experience and expertise in infrastructure service delivery/ civil engineering
	0	No experience and expertise in infrastructure service delivery / civil engineering

Environmental Management **Weighting = 3**	**3**	5 or more years demonstrated experience and expertise in environmental management practices.
	2	3 to 4 years demonstrated experience and expertise in environmental management practices.
	1	1 to 2 years demonstrated experience and expertise in environmental management practices.
	0	No experience and expertise in environmental management practices.

GIS projects **Weighting = 3**	**3**	5 or more years demonstrated experience and expertise in GIS projects of a similar scale and nature
	2	3 to 4 years demonstrated experience and expertise in GIS projects of a similar scale and nature
	1	1 to 2 years demonstrated experience and expertise in GIS projects of a similar scale and nature
	0	No experience and expertise in GIS projects of a similar scale and nature

Property/ urban Economic **Weighting = 3**	**3**	5 or more years demonstrated experience and expertise in urban/ property economic development
	2	3 to 4 years demonstrated experience and expertise in urban/ property economic development
	1	1 to 2 years demonstrated experience and expertise in urban/ property economic development
	0	No experience and expertise in urban/ property 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 **Weighting = 20**	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 **Weighting = 10**	10	An excellent indication of deliverables as per the Terms of Reference
	3	A poor indication of deliverables as per the Terms of Reference
	0	No indication of deliverables as per the Terms of Reference

3. <u>ABILITY TO DELIVER EXPECTED PRODUCT WITHIN TIMEFRAMES STIPULATED = 20 POINTS</u>

work breakdown structure **Weighting = 10**	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
	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

20. PRICING INSTRUCTIONS

a) Only one bidder will be appointed.
b) 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.
c) 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".
d) The pricing will be evaluated on the total amount of the professional fees as indicated in the pricing schedule herewith included.
e) An alternative bidder may be appointed.

PRICING SCHEDULE:

NR	DELIVERABLE COMPONENT	COST PER DELIVERABLE
1.	Inception Report (See Par. 4.1)	R
2.	Status Quo, Baseline Assessment and Spatial Analysis (See Par. 4.2)	R
3.	Draft Precinct Plan Report (See Par 4.3)	R
4.	Final Precinct Plan Report (See Par 4.4)	R
5.	Close Out Report (See Par 4.5)	R

TOTAL PRICE (EXCLUDING VAT) **R_____**

15% VAT **R_____**

TOTAL PRICE (All Applicable Taxes Included) R _____

Signature of Tenderer: …….

Date: …….

ANNEXURES:

ANNEXURE 1: SANS 1878 for Spatial Metadata. For noting.
ANNEXURE 2: GIS Requirements. For noting.
ANNEXURE 3: Declaration of Interest **(Compulsory returnable document)**
ANNEXURE 4: Scoring sheet
ANNEXURE 5: Information Packet

Annexure 3: Declaration form

(Bidders who do not complete and sign this form will be deemed non-responsive).

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:

Signature: _____

Capacity: **PLANNING AND DEVELOPMENT**

Date: _____

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

MBD 1

TAX COMPLIANCE INFORMATION

PART A

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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 WWW.SARS.GOV.ZA.

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 CUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [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

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.

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, shareholder²): ……..	
3.4	Company Registration Number: ……	
3.5	Tax Reference Number: ……..	
3.6	VAT Registration Number: ……	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	**YES / NO**
3.8.1	If yes, furnish 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	Have you been in the service of the state for the past twelve months? If so, furnish particulars. …….. ……..	**YES / NO**
3.10 3.10.1	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? If yes, furnish the following particulars: Name of person: ……. 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: ……. ……..	**YES / NO**
3.11 3.11.1	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? If yes, furnish the following particulars: Name of person: ……. 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: ……. …….....	**YES / NO**
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:	**YES / NO**

	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: …… ……..……..	
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state? 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: …… …….……..	**YES / NO**
3.14 3.14.1	Do you or any of the directors, trustees, managers, principal 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? If yes, furnish particulars: …….. ……..	**YES / NO**

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)

5.	**The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.**

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

[1]MSCM Regulations: "in the service of the state" means to be -
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the National Assembly or the National Council of Provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official 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.

[2]"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.

MBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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
Total points for PRICE and SPECIFIC GOALS	**100**

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim 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:

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR 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.	**Contribution to specific Goals: ..... = ...……(maximum of 5 or 10 points)**

(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:	……

MBD 6.1(a)

SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

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:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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	**Level One** (135% B-BBEE procurement recognition)	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% black owned	**Level Four** (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

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____
(Bid Number and Description)

in response to the invitation for the bid made by:

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[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

[3] 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: GMT016/26-27

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 **residential** 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 if 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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-Dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendment of contracts
35. Prohibition of restrictive practices

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. <u>Packing</u>:

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. <u>Delivery and documents</u>:

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. <u>Insurance</u>:

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. <u>Anti-Dumping and Counter-Vailing duties and rights</u>:

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.