GEORGE MUNICIPALITY

BID DOCUMENT NUMBER: GMT015/26-27

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF A NEW LOCAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GEORGE CBD

ENQUIRIES: Mr. RJ VAN RENSBURG YORK STREET MUNICIPALITY OF GEORGE GEORGE (044) 801 9436	ISSUED BY: P O BOX 19 GEORGE 6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:……

SUPPLIER DATABASE NO.: MAAA ……

TOTAL RATES (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 MONDAY, 18 JANUARY 2027

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BIDDER CONTACT DETAILS

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

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

Name of Bidding Company:		**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: GMT015/26-27

Tenders are hereby invited for **THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF A NEW LOCAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GEORGE CBD**

Completed tenders in a sealed envelope, clearly marked:

Tender No. GMT015/26-27 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 **Monday, 18 January 2027**. 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.

A compulsory clarification meeting with representatives of the Employer will be held on Monday, 30 November 2026 at 11:00 via Microsoft Teams.

Tenderers must register per e-mail at Ms. Siyakholwa Gunuza with e-mail address segunuza@george.gov.za before 10:00 on Friday, 27 November 2026 to receive an invite for the compulsory information session.

If tenderers do not register for attendance before 10:00 on Friday, 27 November 2026 with Ms. Siyakholwa Gunuza; tenderers will not be able to attend the compulsory information session which will invalidate their tender.

Prospective bidders that arrive after 15 (fifteen) minutes of the advertised start time, will not be allowed to attend the meeting, unless the person chairing the meeting gives permission to do so. Reasons for the chairperson's decision must be noted. The compulsory clarification meeting attendance register will be downloaded at 11:15.

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

Tenders will be evaluated and awarded as follows:

Stage 1: Pre-qualification
Documents required for Stage 1 MUST be submitted at tender closing and are mandatory (failure to comply will result in disqualification):

1. The project manager must be a Professional Planner (minimum academic B-degree in Town and Regional Planning) with a minimum of 10 years proven experience/track record of relevant spatial planning and project management, and professional registration and

Tenders word hiermee ingewag vir die **AANSTELLING VAN 'N DIENSVERSKAFFER VIR DIE ONTWIKKELING VAN 'N NUWE PLAASLIKE RUIMTELIKE ONTWIKKELINGSRAAMWERK VIR DIE GEORGE-SENTRALE SAKEKERN**

Voltooide tenders in 'n verseëlde koevert, duidelik gemerk:

Tender Nr. GMT015/26-27 moet voor **Maandag, 18 Januarie 2027 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.

'n Verpligte inligtingsvergadering met verteenwoordigers van die Werkgewer sal op Maandag, 30 November 2026 om 11:00 gehou word via Microsoft Teams.

Tenderaars moet teen 10:00 op Vrydag, 27 November 2026 per e-pos registreer by Me. Siyakholwa Gunuza by e-pos adres: segunuza@george.gov.za om 'n uitnodiging na die verpligte inligtingsessie te ontvang.

Indien tenderaars nie voor 10:00 op Vrydag, 27 November 2026 vir bywoning by Me. Siyakholwa Gunuza geregistreer het nie; sal tenderaars nie die verpligte inligting sessie kan bywoon nie en sal u tender ongeldig wees.

Voornemende tenderaars wat 15 (vyftien) minute na die geadverteerde begintyd arriveer, sal nie toegelaat word om die vergadering by te woon nie, tensy die persoon wat die vergadering lei toestemming gee om dit te doen. Redes vir die voorsitter se besluit moet aangeteken word. Die bywoningsregister van die verpligte inligtingsvergadering sal om 11:15 afgelaai word.

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

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Voorafkwalifisering
Dokumente wat vir Fase 1 vereis word, MOET by die sluiting van die tender ingedien word en is verpligtend (versuim om hieraan te voldoen, sal tot diskwalifikasie lei):

1. Die projekbestuurder moet 'n Professionele Beplanner wees (minimum akademiese B-graad in Stads- en Streekbeplanning) met 'n minimum van 10 jaar bewese ondervinding/rekord van relevante ruimtelike beplanning en projekbestuur, en professionele registrasie en 'n goeie

in good standing with the South African Council for Planners (SACPLAN).

2. Town Planner be a Professional Planner (minimum academic B-degree in Town and Regional Planning) and professional registration and in good standing with the South African Council for Planners (SACPLAN).

3. An Urban Designer with Appropriate M-degree accredited qualification or equivalent qualification approved by the Urban Design Institute of South Africa (UDISA) and Registration with UDISA.

4. An Environmentalist with Minimum B-degree in Environmental Management (or equivalent qualification in Natural/Physical/Environmental Science);

5. 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;

6. A Professional Civil Engineer with a minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA);

7. A Professional Transport Planner/ Traffic Engineer with Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA);

8. A Property/Urban Economist with a minimum B-degree in economics.

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

The municipality may request clarity of information submitted with the tender but not request information to score points.

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

For more information, contact Mr. Robert Janse van Rensburg at (044) 801 9436 or rhjansevanrensburg@george.gov.za and Ms. Henriette Koch at (044) 801 9024 or 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 tenderer may be appointed.

aansien by die Suid-Afrikaanse Raad vir Beplanners (SACPLAN).

2. Stadsbeplanner moet 'n Professionele Beplanner wees (minimum akademiese B-graad in Stads- en Streekbeplanning) en professionele registrasie en 'n goeie aansien by die Suid-Afrikaanse Raad vir Beplanners (SACPLAN).

3. 'n Stedelike Ontwerper met 'n Toepaslike M-graad geakkrediteerde kwalifikasie of ekwivalente kwalifikasie goedgekeur deur die Stedelike Ontwerpinstituut van Suid-Afrika (UDISA) en Registrasie by UDISA.

4. 'n Omgewingskundige met 'n Minimum B-graad in Omgewingsbestuur (of ekwivalente kwalifikasie in Natuur-/Fisiese/Omgewingswetenskap);

5. 'n GIS-Praktisyn met 'n toepaslike B-graad geakkrediteerde GIS-kwalifikasie of ekwivalente kwalifikasie goedgekeur deur die Suid-Afrikaanse Raad vir Professionele en Tegniese Landmeters (PLATO) of die Suid-Afrikaanse Geomatiese Raad (SAGC) en registrasie by die Suid-Afrikaanse Geomatiese Raad (SAGC) of soortgelyk;

6. 'n Professionele Siviele Ingenieur met 'n minimum B-graad in Siviele Ingenieurswese, en professionele registrasie by die Ingenieursraad van Suid-Afrika (ECSA);

7. 'n Professionele Vervoerbeplanner/Verkeersingenieur met 'n minimum B-graad in Siviele Ingenieurswese, en professionele registrasie by die Ingenieursraad van Suid-Afrika (ECSA);

8. 'n Eiendoms-/Stedelike Ekonoom met 'n minimum B-graad in ekonomie.

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

Die munisipaliteit mag verduideliking versoek oor inligting wat saam met die tender ingedien is, maar mag nie inligting versoek ten einde punte toe te ken nie.

Fase 3: Prys en Voorkeur
Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Mnr. Robert Janse van Rensburg by (044) 801 9436 of rhjansevanrensburg@george.gov.za en Me. Henriette Koch by (044) 801 9024 or 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.

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

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

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

'n Alternatiewe tenderaar kan aangestel word.

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

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

DR. DGI O' NEILL
WAARNEMENDE MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR GMT015/26-27 - APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF A NEW SPATIAL DEVELOPMENT FRAMEWORK FOR THE GEORGE CBD

BID NUMBER: **GMT015/26-27**

CLOSING DATE: **18 January 2027**

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: GMT015/26-27 - APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF A NEW LOCAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GEORGE CBD.

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: GMT015/26-27 - APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF A NEW LOCAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE GEORGE CBD.

(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 NUMBER: GMT015/26-27 - APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF A NEW SPATIAL DEVELOPMENT FRAMEWORK FOR THE GEORGE CBD.

CONTENTS OF THE TERMS OF REFERENCE

1	**PURPOSE**
2	**BACKGROUND**
3	**OBJECTIVES**
4	**SCOPE OF WORK/ PROJECT DESCRIPTION**
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6	***TECHNICAL SPECIFICATIONS FOR DELIVERABLES***
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ANNEXURES	**LIST OF ANNEXURES**
ANNEXURE 3	**DECLARATION**

1. PURPOSE

The George Municipality intends to appoint a Service Provider (SP) to develop a new LSDF in terms of Chapter II, Sections 9 & 10 of the Land Use Management By-Law for George Municipality, 2023, for the George CBD through revision and consolidation of two existing LSDF's applicable to this precinct, being the George Central Business District (CBD) Local Spatial Development Framework 2012 (LSDF) and the CBD pedestrian LSDF 2015.

The new CBD LSDF is set to identify strategic interventions to position the CBD as a vibrant, inclusive, and economically competitive urban core. A CBD LSDF guides spatial planning, development control, economic intervention, service delivery and infrastructure provision within the Central Business District and surrounds. These frameworks are crucial for managing urban growth, promoting economic development and vitality, identify areas of intervention and regeneration, ensuring that planning and service delivery are adaptive to climate impacts, promotes resilience and ensuring sustainable, accessible and inclusive urban environments. The CBD LSDF enables a coordinated spatial response when challenges such as urban decay, traffic congestion, fragmented land use patterns, environmental impacts and underutilised properties

arise. The outcome sought is a detailed spatial and implementation plan to guide land use, development, planning for ecological and hard infrastructure and investment in the central business district.

2. BACKGROUND

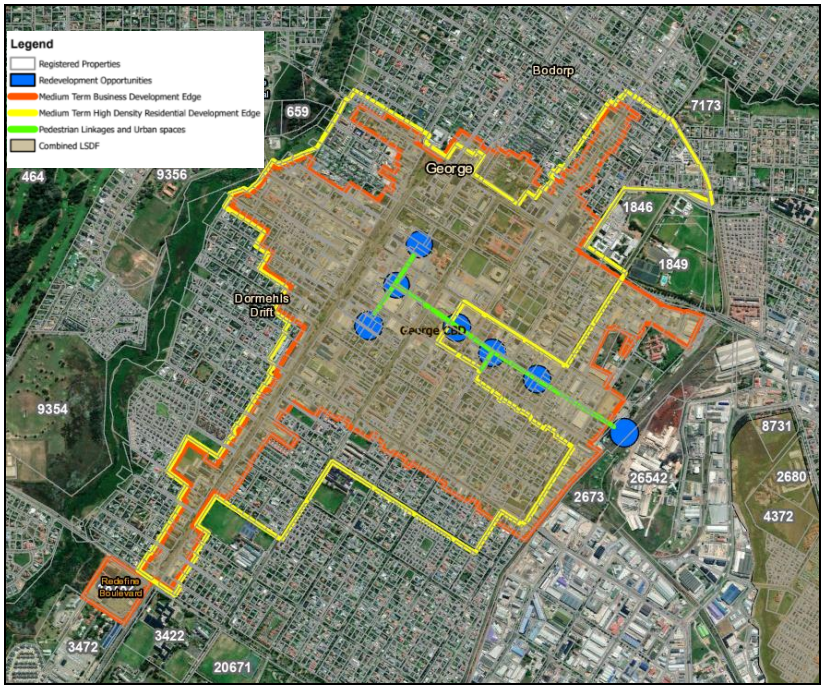
a) The George Central Business District (CBD) is a critical economic and social hub locally and for the wider Garden Route region. The CBD Local Spatial Development Framework (LSDF) project area comprises a spatial extent defined by clearly identifiable hard boundaries. These include Union Street to the south-west, the Camphersdift River to the north-west, and the railway line to the east extending up to Wellington Road.



Map showing George CBD LSDF Project Area

b) Within this defined study area, the service provider is required to delineate and refine functional sub-areas, including but not limited to a business edge and residential areas. This differentiation should inform a more detailed spatial structure and development logic for the CBD.
c) In addition, the service provider must provide an informed assessment and spatial planning guidance regarding a potential expansion area to the north, as indicated by the soft-hatched boundary line. This should include consideration of its suitability for urban integration, development intensity, heritage and ecological constraints.
d) The LSDF must be aligned with the Category A node designation as identified in Map 23 of the adopted 2023 George Municipal Spatial Development Framework (MSDF) and must take cognisance of the draft 2027 MSDF amendment *(where available)*, ensuring consistency with the broader municipal spatial vision and hierarchy of nodes.
e) The existing LSDF's applicable to the CBD were adopted in 2012 and 2015
    a. The George CBD LSDF, 2012 was adopted as part of the conversion from Structure Plans to LSDF during the transition to SPLUMA.

b. The LSDF for the CBD Pedestrian Network was developed in execution of the interventions identified in the 2012 LSDF and subsequently adopted as an LSDF in 2015.



Map showing George CBD LSDF 2012

f) Both LSDF's are outdated in terms of development trends and new policies and needs to align with the current (2023) and proposed 2027 Amended George Municipal Spatial Development Framework (MSDF). The Amendment of the George 2023 MSDF is in process and is anticipated to be concluded in May 2027.

g) A Heritage Framework has been adopted for the CBD, supported by an approved Overlay Zone, which must be incorporated into the LSDF and inform interventions and place making recommendations.

h) The preparation of this new LSDF for George CBD will therefore focus on updating the situational analysis, updating policies, include content concerning climate change adaptation, mitigation and interventions, define sense of place and provide guidance and proposals concerning interventions required.

i) The LSDF must provide a spatial vision and development framework for the CBD, guide public and private investment decisions, promote economic revitalisation and regeneration, promote urban greening and climate change adaptation measures, improve urban form, accessibility, mobility, and integration.

j) Proposals for implementation must be innovative and pragmatic, aligned with funding programs offered by the state and non-government organisations.

k) Specific interventions and proposals are required in response to the demand for affordable housing and human settlement development.

3. OBJECTIVES

a) <u>Urban Restructuring & Integration:</u> Position the CBD as part of George's broader restructuring strategy and promote densification, mixed-use development, and social integration within the CBD by strengthening residential presence through

appropriate higher-density housing typologies and encouraging combining housing, retail, services, and employment opportunities. To enable this, the objective is to investigate and apply targeted fiscal and regulatory incentives, including rates and tariff rebates, capital contribution charge frameworks, and other development incentives, to stimulate private investment and support compact urban growth. Furthermore, the objective includes developing a coherent land-use and zoning framework, identifying and delineating strategic overlay zones, and formulating precinct-based planning and development guidance to direct spatial transformation. It also seeks to advance parking reform, including the introduction of parking reduction strategies in identified areas, to support more efficient land use, reduced car dependency, and a more walkable and transit-supportive urban environment.

b) Pedestrian, Access & Mobility and CITP Alignment: The LSDF should prioritise a continuous pedestrian network and non-motorised transport linking key public spaces, historic precincts, and transport nodes. This network must be designed and structured to improve walkability and safety, support the public transport system, and activate underutilised spaces, creating vibrant public spaces. The Comprehensive Integrated Transport Plan (CITP) must be a primary informant of the LSDF, and all proposed transport and mobility interventions (including pedestrian and NMT, public transport, parking, freight and traffic proposals) must be aligned with, and give effect to, the CITP. Any departure from the CITP must be clearly motivated.
c) Strategic Land development: To optimise the use of strategically located public and state-owned land to support social housing, mixed-use development, economic opportunities, and broader spatial objectives. This includes assessing the development potential of underutilised government land, strengthening and consolidating the Government Precinct, and investigating strategic land exchange, for example, SAPS and the Post Office.
d) Ecological infrastructure: The CBD to focus, strengthen and integrate mechanisms that support urban greening, climate change adaptation, and integrated ecological infrastructure systems, including blue-green infrastructure networks, ecological corridors, Sustainable Urban Drainage Systems (SUDS), and nature-based solutions to enhance urban resilience and ecosystem functionality that promote quality and accessibility of public open spaces within the CBD.
e) Urban design and sense of place: Enhance the CBD through high-quality urban design, improved public spaces and pedestrian connectivity, upgraded infrastructure, strengthened safety and urban management, heritage conservation, and urban regeneration initiatives that reinforce the CBD's identity, attractiveness, functionality, and sense of place.
f) Economic Revitalisation and urban renewal**:** Treat CBD renewal as a Local Economic Development initiative and reposition and regenerate the CBD to align with current market trends and development directives; investigate an appropriate vehicle, e.g. a City Improvement District (CID), to drive urban renewal and public-private collaboration.
g) Implementation Mechanisms: The CBD LSDF to provide a detailed, area-based implementation framework that spatially refines municipal investment priorities, translating spatial proposals into actionable, prioritised, and fundable interventions within the CBD. Institutional interventions also need to be identified and justified, i.e. amendments to Zoning Scheme, overlay zones, incentives, opportunity for land value capture.

4. SCOPE OF WORK/PROJECT DESCRIPTION

a) The purpose of the project is to produce a new LSDF for the CBD through review, revision and consolidation of the existing George CBD Local Spatial Development Framework, 2012, and CBD Pedestrian Network LSDF 2015 to respond to current spatial, economic, social, mobility, and environmental conditions.
b) The Local Spatial Development Frameworks are not explicitly defined as statutory instruments in terms of SPLUMA or LUPA. The LSDF constitutes a refinement of the Municipal Spatial Development Framework in terms of Section 21 of the Spatial Planning and Land Use Management Act (SPLUMA). The CBD LSDF must apply the development principles set out in section 7 of the SPLUMA and meet the minimum content requirements as set out in the following legislation:

    i. Section 2(4) of the Local Government: Municipal Systems Act (MSA): Municipal Planning and Performance Regulations (2001).
    ii. Sections 12 and 21 of SPLUMA.
    iii. Relevant provisions of the Western Cape Land Use Planning Act (LUPA); and
    iv. The George Municipal Land Use Planning By-Law, 2023 as it relates to LSDF development.

c) The project shall comprise five phases:

Phase 1: Project Inception
Phase 2: Status Quo Assessment and Contextual Analysis
Phase 3: Draft CBD Local Spatial Development Framework
Phase 4: Final CBD Local Spatial Development Framework
Phase 5: Project Close-Out

4.1. Phase 1: Project Inception

a) The planning process will commence with the appointment of the Service Provider, who is required to prepare a detailed Project Plan and Program in an Inception Report.
b) The Inception Report will outline project phasing and deliverables linked to delivery dates and invoicing, mutually agreed upon as per the Project Plan.
c) The Inception Report should consist of the following:

    i. A comprehensive Project Plan including a process plan. The Project Plan should outline the various reports or deliverables to be produced, the delivery dates and all planned meetings and workshops. Comment periods for draft documents should also be specified. The comprehensive Project Plan should be in line with the Bid submitted.
    ii. A detailed Public Participation programme to form part of the project plan that outlines the stakeholder engagement approach to the public engagement process timelines, and deliverables. This must include scheduling and arranging of at least
        - 2 public meetings and
        - 4 focus group discussions, and

all contact sessions with interested and affected stakeholders, including at least 1 stakeholder workshop, Councillor workshop and Government workshop. The programme must include the preparation of a Public Participation Report which will be submitted in draft with the Inception Report and in final form with the Final CBD LSDF (see Deliverable Matrix), and consolidated in the Close-Out Report, which must include all evidence of public participation activities, a detailed schedule of comments, and how these comments were addressed in the final CBD LSDF.

iii. A detailed schedule of payment indicating tasks and deliverables as per the Project Plan.

iv. Confirmation of the Service Provider's project team, roles, and responsibilities.

d) The Inception Report should be submitted to the municipality within 14 days of appointment.

4.2. Phase 2: Status Quo/Contextual Analysis

4.2.1 Planning informants to be used in the contextual analysis include, but are not limited to, the following:

a) Urban growth pressures, densification trends and land use changes within the CBD;
b) IDP informants/priorities;
c) Economic performance trends, including retail shifts, property market dynamics, and the George Growth and Development Strategy
d) Mobility and transport informants, including the Comprehensive Integrated Transport Plan (CITP) and George Integrated Public Transport Network (GIPTN) (the CITP being the primary transport informant, with its projects, proposals and implementation status to be reviewed);
e) Pedestrian and Non-Motorised Transport (NMT) planning frameworks;
f) Environmental and ecological informants, including Climate Action Plan;
g) Climate change adaptation and resilience strategies;
h) Urban design and public space frameworks, including existing pedestrian network proposals;
i) Heritage studies and precinct guidelines within the CBD (Adopted Heritage Overlay Zone);
j) Condition of Engineering services and capacity for growth absorption (civil, electrical, stormwater, waste management);
k) Parking provision;
l) Social infrastructure and public facility provision;
m) Safety, urban management, and law enforcement informants;
n) Planning applications, building plan approvals, and development trends;
o) Population and economic activity patterns within the CBD;
p) Informal trading and small business dynamics;
q) Municipal budgeting and alignment with the Capital Expenditure Framework (CEF) and MSDF Priority Development Areas.
r) Housing demand, affordable housing supply and human settlements programmes relevant to the CBD;
s) Delineation and analysis of functional sub-areas of the CBD (e.g. business edge and residential areas) and an assessment of the potential expansion area to the

north (suitability for urban integration, development intensity, heritage and ecological constraints), as described in Section 2;

4.2.2 The contextual and gap analysis must be informed by the recent data collection and situational analysis undertaken as part of the MSDF, as well as the existing CBD environment. An existing gap analysis was undertaken in 2019 and should be used as a basis for the assessment, with the findings updated and supplemented where necessary to reflect current conditions, recent data, and developments within the CBD and must include:

a) Integration with Current (new) Policies and Framework:

v. Identify and incorporate the planning policy and legislative updates that necessitate an updated LSDF.
vi. The LSDF must align with current legislation, United Nations Sustainable Development Goals and latest municipal priorities, including sustainability and resilience.
vii. Infrastructure alignment: alignment with bulk infrastructure master plans and with the ecological (green and blue) infrastructure network.
viii. Alignment with current policies, including MSDF (2023) and proposed amended MSDF and sector plans, including, but not limited to:
    a. Western Cape Provincial Spatial Development Framework; Garden Route District Municipality SDF; George Integrated Development Plan, Capital Expenditure Framework and Climate Action Plan; Comprehensive Integrated Transport Plan and the George Integrated Public Transport Network (Go George); Human Settlements Plan; bulk infrastructure master plans (water, sanitation, stormwater, electricity and roads); Integrated Waste Management Plan; Heritage Framework and Heritage Overlay Zone; and the George Zoning Scheme.

b) Economic, Spatial Structure and development trends: A comprehensive economic study and land use yield and capacity analysis must be undertaken, including:

Strategic & Policy Review

i. Review of the Previous LSDF and Analysis of Existing Conditions, Spatial Trends, Opportunities, and Constraints.
ii. Review, Gap Analysis and update of the George CBD Urban Economic Market Study, dated February 2009.
iii. Review of the Land Use Budget and 3D Modelling of Potential Development According to the Local Spatial Development Plan, dated 2018 and indicate relevance.
iv. Identify misalignment between spatial priorities and investment pipelines and highlight unfunded or under-supported priority areas.

Spatial Structure, Built Form and Development Capacity

ix. Built form, density, and urban morphology analysis.
x. Existing and potential gross and net floor area (m²) per sector.
xi. Development intensity (FAR, coverage, height).
xii. Densification potential (residential units per hectare).

xiii. Analysis of latent development rights.
xiv. Strategic land development analysis.
xv. Assessment of underutilised and vacant land.
xvi. Yield (per m²) and massing of the revenue base in the CBD to be investigated and linked to incentives-based development scenarios that will result in increased revenue yield.
xvii. Built-up extent (m²) of land per sector.
xviii. Vacant land (m²) per sector.

Socio- Economic Information

xix. Assess the socio-economic composition and demographic profile of the precinct, including population characteristics, economic activity, homelessness and vulnerable groups, public health conditions, and associated social development challenges and opportunities.
xx. The study must investigate urban management structures, including the feasibility and appetite of establishing a City Improvement District (CID) or similar entity. The findings must inform the concept proposal, business case and implementation plan to be developed in Phase 3.

Economic Analysis and Property Market Assessment

xxi. Economic conditions, retail patterns, and property markets.
xxii. Economic indicators, including dominant land uses, employment by sector and wage bands, rental rates, vacancy rates, and capitalisation rates.
xxiii. Assessment of informal trading environments and small business support.
xxiv. Total jobs per industry and wage/salary band.
xxv. Vacancy rate of buildings (%) per sector.
xxvi. Capitalisation rate of properties within the CBD.
xxvii. Rental rates per m² per sector.
xxviii. Dominant land uses.

Infrastructure Capacity and Service Delivery

xxix. Infrastructure capacity and service delivery constraints.
xxx. The LSDF must assess the status and capacity of infrastructure systems within the CBD, including
    a. Roads and transport infrastructure;
    b. Water, sanitation and stormwater systems (including water security and bulk capacity constraints);
    c. Electricity supply; and
    d. Waste management services.
    e. Ecological Infrastructure
xxxi. The assessment must:
    f. Identify capacity constraints and service backlogs;
    g. Determine infrastructure required to support proposed development yields;
    h. Highlight priority infrastructure upgrades; and
    i. Indicate bulk versus internal infrastructure requirements.

Integrated Land Use Yield and Capacity Analysis

xxxii. The comprehensive land use yield and capacity analysis must inform infrastructure planning, support the feasibility of redevelopment, and be spatially represented and linked to precincts.

The final document must provide clear data and analysis of and include:

- Market demand;
- Feasibility modelling;
- Property market assessment
- Demographic forecasting
- Economic scenarios.

c) Pedestrian movement, Access & Mobility

i. The original LSDF anticipated the George Mobility Strategy and bus terminus, but these have since been implemented or revised and need to be incorporated.
ii. Projections indicate significant impact on public transport if latent rights in the CBD are taken up. There is now a stronger focus on Non-Motorised Transport (NMT) and pedestrian-friendly environments, requiring updated design and connectivity strategies.
iii. Mobility and accessibility, including Pedestrian movement, NMT infrastructure, Public transport integration, Parking supply and demand analysis and traffic master planning for the CBD. Integration between CITP, freight, delivery vehicles, etc., and Go George impact to be indicated.
iv. Review of the Comprehensive Integrated Transport Plan (CITP): the status, proposals, projects, and funded and unfunded interventions of the CITP must be reviewed, and their relevance and spatial implications for the CBD assessed, so that the CITP forms the basis of the transport and mobility proposals of the LSDF.
v. Pedestrian network analysis.
v. Previous LSDFs to be reviewed and practical implementation of the walkway determined.
vi. Public transport analysis (Go George) and the influence on the CBD. Analysis of the system to determine whether adaptation or additional elements are required. The analysis must test the CITP public transport proposals against the land use and densification proposals of the LSDF.

d) Strategic Land development

i. To investigate strategic land development opportunities, identify and map strategically located public and state-owned land suitable for development
ii. Assess development potential of underutilised government-owned properties for social housing, mixed-use development, and economic opportunities
iii. Strengthen and consolidate the Government Precinct through spatial planning and land use optimisation
iv. Investigate opportunities for strategic land exchange and rationalisation (e.g. SAPS, Post Office, and other state entities)

e) Ecological infrastructure:

i. Map and assess existing green and blue infrastructure assets and ecological corridors.
ii. Evaluate the role of natural systems in stormwater management and climate change adaptation.
iii. Identify environmentally sensitive areas and assess biodiversity conservation priorities.
iv. Assess the connectivity, functionality, and resilience of the existing green and blue infrastructure network and identify opportunities for enhancement.
v. Incorporate the Riverine Management and Maintenance Plans (MMPs) for the Camphersdrift River (embedded in the Gwayang MMP) and other watercourses, and relevant riverine management objectives, particularly in relation to flood risk, ecological functioning, watercourse protection, and appropriate spatial development, into the LSDF.

f)Urban Design and Sense of Place:

i. Assess the current urban design quality of the CBD, with specific focus on safety, inclusivity, placemaking, and the application of modern urban design principles.
ii. Evaluate the public space network, including midblock areas, and identify opportunities to improve connectivity through a cohesive pedestrian network.
iii. Review the quality, functionality, and accessibility of public spaces and identify deficiencies in the public realm.
iv. Analyse safety, crime, and urban management challenges affecting the CBD and identify priority intervention areas and hotspots.
v. Review and map heritage resources and conservation areas, including the existing Heritage Overlay Zone, and assess their implications for the new CBD LSDF.
vi. Identify and assess urban regeneration opportunities, including underutilised and strategically located sites with redevelopment potential.
vii. Incorporate ecological infrastructure within the urban design analysis.
viii. Assess waste management systems, public health considerations, urban heat island effects and opportunities for urban cooling, and identify the need and feasibility of shared or consolidated service facilities, including transfer stations and supporting public spaces.

g) Economic Revitalisation and investment

i. Assess current market dynamics, investor trends, tourism opportunities, and the performance and viability of mixed-use development within the CBD.
ii. Review existing mechanisms, policies, and opportunities for redevelopment incentives, affordable housing provision, and the integration of green infrastructure.

h) Anticipated land use growth over a 10-year planning horizon (aligned with the 0–5 and 5–10 year implementation phasing).

    i. Assess anticipated land use growth and development trends over a 10-year planning horizon, including projected demand for residential, commercial, mixed-use, tourism, and other strategic land uses within the CBD.

4.3. Phase 3: Draft CBD LSDF (For Public participation)

4.3.1 The LSDF should aim to restructure and regenerate the CBD by providing:

a) Detailed land use proposals for the CBD and identified precincts.
b) Identification of precincts with specific development guidelines.
c) Zoning adjustments and recommendations for mixed-use areas, heritage components.
d) Identify areas for overlay zones.
e) The LSDF proposals must be informed by an economic study and contextual analysis referred to in Phase 2.
f) Urban greening, e.g. green roofs, living walls, needs to be addressed, including ecological infrastructure.
g) Economic revitalisation strategies (e.g., branding, investment incentives).
h) Residential densification strategy (medium- to high-density housing) and integration with CITP and parking reforms. Residential density and land use proposals must be tested against, and aligned with, the transport interventions of the CITP.
i) Affordable housing and human settlements proposals, including inclusionary, social and rental housing opportunities in the CBD.
j) Guidance on the potential expansion area to the north and delineation of the functional sub-areas (e.g. business edge and residential areas), as described in Section 2.
k) Safety, social infrastructure and public facility proposals, and climate change mitigation and adaptation measures.
l) Controlled intervention approach to reposition the CBD.
m) Principles for streetscape improvements, landscaping, and heritage conservation.
n) Recommendations for architectural coherence and public realm upgrades.
o) Concept proposal, business case and implementation plan for a City Improvement District (CID), Special Rating Area or similar entity, informed by the feasibility and appetite assessed in Phase 2.
p) Incentive schemes for private investment (rates and tariff rebates and other incentives within the Municipality's powers).
q) Short-, medium-, and long-term action plans for precinct upgrades.

4.3.2 The CBD LSDF must consist of, but not be limited to, the following sections. These sections must relate to the findings in the status quo and contextual analysis undertaken to inform the Draft CBD LSDF and must give effect to the project objectives set out in Section 3 of these Terms of Reference:

a) Introduction: Background, Objectives, Locality, and Methodology.

b) Policy and Strategy Integration: Alignment with national, provincial, and municipal frameworks and policies. An overview of the relevant legislation, policy, plans and guidelines that must inform the preparation of an LSDF with reference to the applicable frameworks and guidelines.
c) Summary of Status Quo Assessment /Contextual analysis including syntheses of Spatial Challenges, Opportunities, Constraints and Risks.
d) Spatial Vision, Guiding Principles, Spatial Concept and Strategies: Long-term vision for the CBD and structuring elements.
e) Spatial Development Framework:

i. Overall Framework: Densification and mixed-use approaches, Land use framework and zoning recommendations, Identification and demarcation of overlay zones, and precinct-based development guidance, Parking reform mechanisms and Parking reduction strategies and areas.
vii. Pedestrian, access and Mobility Framework: Continuous pedestrian and NMT network, and Integration with transport nodes and public transport systems. This includes the CBD traffic master plan. The framework must be explicitly aligned with the CITP.
viii. Strategic Land development: Optimise strategically located public land through social housing, government precinct enhancement, and strategic land exchange opportunities to support integrated urban development and spatial objectives.
ix. Ecological infrastructure: green and blue infrastructure networks that enhance ecological resilience, stormwater management, climate change adaptation, and biodiversity protection.
x. Urban Design and Sense of Place framework: Streetscape improvements, Incorporation of, Sustainable Urban Drainage Systems (SUDS), Public space activation, Character areas, Heritage integration and architectural guidelines, and Ecological Infrastructure including guidelines for Urban greening and urban open space/ place making strategies (e.g., green roofs, living walls).
xi. Economic Revitalisation Strategy: Investment promotion, Incentive mechanisms and Informal trading integration.
xii. Affordable housing and human settlements framework; guidance on functional sub-areas and the potential northern expansion area; and safety, social infrastructure and climate change mitigation/adaptation frameworks.
xiii. Anticipated land use growth over a 10-year planning horizon.

f) Implementation Framework: Phasing of development, Catalytic and other projects (pedestrian boulevard, precinct upgrades, etc), Institutional arrangements (e.g., City Improvement District), and Monitoring and evaluation indicators.

4.3.3 Implementation Framework: The CBD LSDF must provide a detailed, area-based implementation framework that spatially refines municipal investment priorities within the CBD, packaged for implementation. The Implementation Framework must translate spatial proposals into actionable, prioritised, and fundable interventions.

a) The LSDF must provide a clear phasing strategy, including:

i. Short-term (0–5 years): catalytic interventions
ii. Medium-term (5–10 years): precinct development and infrastructure upgrades
iii. Long-term (10+ years): consolidation and intensification
iv. The LSDF must identify:
    a. Catalytic projects, such as Pedestrian boulevard and NMT network, public space upgrades, and transport node integration (aligned with CITP)
    b. Project sequencing based on the impact, feasibility, and funding models.

b) The LSDF must identify and spatially map existing and planned projects from National departments, Provincial government, and Municipal programmes.

i. LSDF must align CBD proposals with Transport investments, Infrastructure programmes and Economic development initiatives. This must include the spatial mapping of CITP projects and priorities, and the sequencing of the transport interventions of the LSDF with CITP implementation and funding.

c) The LSDF must outline mechanisms to align and leverage investment, including:

i. Identification of public sector investment priorities.
ii. Opportunities to crowd-in private sector investment.
iii. Development packaging of key precincts.
iv. The LSDF must identify where public investment is required to unlock private development, and the relationship between infrastructure provision and development uptake.

d) The LSDF must include an implementation strategy to spearhead economic development and investment, which includes the identification of key economic drivers and sectors, and financial feasibility considerations for redevelopment:

i. The LSDF must propose incentive mechanisms, such as rates and tariff rebates, parking requirement reductions, and development incentives.
ii. Potential funding mechanisms, including municipal capital budget, grants and external funding, and private sector investment.

e) The LSDF must investigate and propose urban management structures, including the feasibility of establishing one or several City Improvement Districts (CID) or similar entity with clear operational boundaries and frameworks.

f)The LSDF must include a Monitoring and Evaluation Framework, including:

i. Key Performance Indicators (KPIs), such as development uptake (m² developed), private investment leveraged, public space improvements delivered, and reduction in vacancy rates. Baseline values for each KPI must be established in the Status Quo/Contextual Analysis.
ii. Mechanisms for annual review and Integration with MSDF and IDP monitoring.

iii. Tools to track the spatial change, investment patterns and implementation progress.

4.4. Phase 4: Final CBD LSDF

4.4.1 Following the public participation process and consideration of comments received on the Draft CBD LSDF, the Service Provider shall prepare the Final CBD LSDF for adoption by Council.

a) Refinement and Finalisation of the CBD LSDF

i. Incorporate and address comments received from stakeholders, interested and affected parties, municipal departments, and statutory authorities during the public participation process.
ii. Prepare the Final CBD LSDF, including all amendments and refinements arising from Phase 3.
iii. Ensure that the Final CBD LSDF provides a coherent and implementable spatial framework supported by the required maps, diagrams, precinct proposals, and development guidelines, and demonstrating alignment between the project objectives, the CITP and the proposed transport interventions
iv. Council submission pack including presentation, summary documents, and item to Council.

b) Final Implementation Framework

i. Refine and finalise the Implementation Framework to translate the spatial vision and development proposals into a prioritised, actionable, and financially feasible programme for implementation.

c) Council Adoption Process

i. Prepare all documentation required for consideration and adoption of the Final CBD LSDF by Council.
ii. The Council submission package shall include, but not be limited to:
    a. Council report and supporting documentation;
    b. Executive summaries and explanatory documents;
    c. Maps, diagrams and presentation material;
    d. A summary of comments received during the public participation process and responses thereto; and
    e. Presentations to relevant committees and Council, where required.

4.4.2 Note that in the instance where comments and inputs result in material changes to the final CBD LSDF, another round of public participation will be required.

4.5. Phase 5: Project Close Out

4.5.1 Upon completion and adoption of the Final CBD LSDF, the Service Provider shall conclude the project and provide all final documentation and data required by the Municipality. The following are required:

a) Prepare a **Final Consolidated Report**: documenting the entire planning process, key findings, stakeholder engagement outcomes, decisions taken, and approved spatial proposals:

   i. The Final Consolidated Report must provide recommendations regarding implementation priorities, monitoring requirements, and future review processes.

b) Submit a **comprehensive Public Participation and Stakeholder Engagement Report** containing:

   i. A record of all consultation processes, workshops, focus group discussions, and public meetings undertaken throughout the project;
   ii. Copies of notices, advertisements, attendance registers, photographs, and supporting evidence of participation;
   iii. A detailed schedule of comments and representations received;
   iv. Responses to comments and an indication of how comments were incorporated into the Final CBD LSDF.

c) **GIS and Data Handover:** Submit all project information in editable and compatible digital formats. The data handover shall include, but not be limited to:

   i. GIS datasets, shapefiles, geodatabases, and associated metadata as per Annexure 1 (SANS 1878) and Annexure 2 (GIS requirements);
   ii. Spatial analyses, maps, and modelling outputs;
   iii. All reports, presentations, graphics, and supporting documentation;
   iv. Databases and source material used in the preparation of the CBD LSDF.

d) Project Close-Out and Handover:

   i. An executive summary booklet (PDF printable) of the final CBD LSDF, which is suitable for distribution to the public and consultants.
   ii. Submit a complete electronic copy of all project deliverables.
   iii. Confirm that all project outputs have been completed in accordance with the Terms of Reference.
   iv. Provide recommendations regarding future review cycles, implementation priorities, and monitoring requirements to support the ongoing management and implementation of the CBD LSDF.

4.6. 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 CBD LSDF report for briefing Council;

v. Preparation of notices notifying the public of the draft CBD LSDF 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.

5. PROJECT DELIVERABLES

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

TOR Ref	Component Description	Deliverable
5.1	**Project Inception**	**Inception Report:** A detailed project inception report and project plan outlining the project methodology, programme and milestones, project team and responsibilities, stakeholder engagement approach, communication procedures, data requirements and gaps, and all other arrangements necessary for the successful execution of the project.
5.2	**Status Quo/Contextual Analysis**	**Status Quo/Contextual Analysis Report:** A comprehensive evidence-based report documenting the existing spatial structure, socio-economic characteristics, environmental systems, infrastructure capacity, mobility and accessibility (alignment with CITP), urban design qualities, development trends, and property market conditions within the CBD including said economic study. The report must identify opportunities, constraints, risks, and development pressures and include the land use yield and capacity analysis required to inform the spatial vision, framework proposals, and implementation priorities.
5.3	**Draft CBD LSDF**	**Draft CBD LSDF Report:** A draft CBD LSDF prepared for public participation and stakeholder review, translating the contextual analysis into a spatial vision, guiding principles, spatial concept, land use framework, precinct proposals, mobility and accessibility framework aligned with the CITP, ecological infrastructure framework, urban design and sense of place framework, economic revitalisation strategy, affordable housing and human settlements proposals, guidance on functional sub-areas and the northern expansion area, and an implementation framework with catalytic projects and development priorities.
5.4	**Final CBD LSDF**	**Final CBD LSDF report:** A consolidated and approval-ready Final CBD LSDF incorporating comments received during the public participation process. The report shall present the refined spatial vision, development framework, precinct proposals, land use and overlay zone recommendations, mobility and transport proposals aligned with the CITP, urban

		design guidelines, economic revitalisation proposals, and a detailed implementation framework to guide coordinated public and private sector investment within the CBD. The deliverable must include the Council submission package, supporting maps, diagrams, and presentation material.
5.5	**Close-out Report**	**Close Out Report:** A final consolidated report documenting the overall planning process, key findings, decisions, stakeholder inputs, and approved outputs. The report must provide recommendations regarding implementation priorities, institutional arrangements, monitoring and evaluation requirements, and future review processes necessary to support the implementation of the CBD LSDF. **Public Participation & Stakeholder Engagement Report:** A documented record of all public participation activities, stakeholder engagements, workshops, focus group discussions, and consultation processes undertaken during the project. The report shall include all supporting evidence, attendance registers, notices, photographs, a detailed schedule of comments and responses, and demonstrate how stakeholder inputs were addressed and incorporated into the Final CBD LSDF. **Data handover:** Submission of all project information in editable and compatible digital formats, including GIS datasets, shapefiles, geodatabases, spatial analyses, maps, presentations, reports, graphics, and all supporting information generated during the preparation of the CBD LSDF, together with associated metadata and source files. An **executive summary booklet (PDF printable)** of the final CBD LSDF, which is suitable for distribution to the public and consultants.

Table 1: Project Deliverables

Deliverable Matrix

Deliverable	**Format**	**Review Draft**	**Final**
Inception Report	MS Word/PDF	✓	✓
Status Quo/Contextual Analysis Report	MS Word/PDF	✓	✓
Economic Study (component of the Status Quo/Contextual Analysis Report, 5.2)	MS Word/PDF	✓	✓
Infrastructure Capacity Assessment (component of 5.2)	MS Word/PDF	✓	✓
Mobility Assessment (component of 5.2), including a CITP review and	MS Word/PDF	✓	✓

alignment			
Public Participation Report	MS Word/PDF	✓	✓
Draft LSDF	MS Word/PDF	✓	
Final LSDF	MS Word/PDF		✓
GIS Package	Geodatabase		✓
Close-Out Report	MS Word/PDF	✓	✓
Executive Summary Booklet	PDF (printable)		✓
Council Submission Package	MS Word/PDF		✓

Map deliverables must include at least:

- Land Use Map
- Development Capacity Map
- Precinct Map
- Mobility/NMT Map
- CITP Alignment Map (CITP projects and proposed transport interventions)
- Parking Map
- Public Land Opportunities Map
- Ecological Infrastructure Map
- Heritage Map
- Functional Sub-areas and Northern Expansion Area Map
- Infrastructure Capacity Map
- Catalytic Projects Map
- Implementation Framework Map

6. TECHNICAL SPECIFICATIONS FOR DELIVERABLES

6.1. Detailed specifications for the final CBD LSDF deliverable are as follows:

a) Electronic copies of the final LSDF report in Microsoft Word and in PDF format.
b) An electronic copy of all agendas, minutes and attendance registers of all meetings, consultations, engagements etc. held pertaining to the project.
c) An electronic copy of all notices issued in terms of the public participation process and communication materials developed to enhance the public participation process.
d) All presentations in original and PDF format and/or other material presented during all stages of the LSDF drafting process.
e) The reports and other written documents generated and submitted to the municipality for consideration shall be prepared and submitted in MS Word.
f) All spatial data shall be provided in a Geodatabase compatible with Esri Software, including Metadata.

g) All spatial data to include complete metadata as per SANS 1878 (included as **Annexure 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. At close-out, the full contents of the shared folder must be transferred to a repository designated by the Municipality.
i) The maps in the CBD LSDF shall be provided in:

    i. Draft Hard Copies and Final Hard Copies to the satisfaction of the Municipality. Drafts to be continually provided at each deliverable.
    v. A common GIS format (shapefile/geodatabase/map package) alternatively shapefiles compatible with Esri software.
    vi. Jpeg/Vector 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 LSDF Proposals to be digitised in shapefile and packaged into geodatabase.
k) Originals of graphics /photographs must be supplied.
l) The final LSDF shall be proofread and copy edited by the Service Provider.
m) An electronic Portfolio of Evidence consisting of all the above, including documentation set out in 4.6, as well as all original public and stakeholder comments/ submissions received.

7. REPORTING AND MEETINGS

a) The appointed Service Provider will report to the Senior Manager: Spatial and Environmental Planning at George Municipality.
b) A Project Steering Committee (PSC) will be established between the Municipality, the Service Provider, and any other stakeholders that these parties deem relevant.
c) The PSC will monitor the progress of the project and will actively participate in it. At the PSC meetings, issues will be discussed, proposals debated, and direction of the project will be determined.
d) The PSC will meet on a monthly basis (or as otherwise mutually agreed) to discuss administrative matters to ensure effective service delivery and adherence to contractually agreed to project timelines and deliverables.
e) Should no PSC meeting be held, the Service Provider will still be required to submit the monthly project progress report to the Senior Manager: Spatial and Environmental Planning at the Municipality.
f) Members of the PSC will ensure that all relevant available information pertaining to their functionality is made available to the PSC within reasonable timeframes.
g) The <u>minimum</u> engagements/meetings are summarised as follows: Note that the final meeting schedule must be agreed during the inception stage and subject to change is informed by the date of appointment:

Meetings / Engagements	Estimated number of engagements/meet	Approximate number of hours per	Who from the Consulting Team

	ings	engagement/meeting	must attend
Project Steering Committee	18	1 (x18)	At least Service Provider's Project Manager
Council's Planning Portfolio Representatives and other Councillors (including the Councillor workshop)	3	2 (x3)	At least Service Provider's Project Manager
Meetings with public/other representatives and focus groups, public open days	8 (2 public meetings, 4 focus group discussions, 1 stakeholder workshop and 1 Government workshop)	3 (x8)	At least Service Provider's Project Manager
Presentations (Council)	3 (Status Quo/Contextual analysis, Draft LSDF and Final LSDF for adoption)	3 (x3)	At least Service Provider's Project Manager
TOTAL	**32**	**57**	

h) General arrangements applicable to the above-mentioned meetings are as follows:

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

i) George Municipality will be responsible for any publications/advertisements and associated costs related to the LSDF.

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

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 rewrite/ drafting of the LSDF is listed below:

No.	Skillset	Knowledge, experience, and expertise
1.	**Spatial /**	• Minimum of 10 years postgraduate experience, including

No.	Skillset	Knowledge, experience, and expertise
	Development Planning	integrated development planning, development analysis, municipal spatial planning, LSDF 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, LSDF, precinct planning, and public realm design projects of similar scope and character. • Proven Experience with CBD regeneration, streetscape design, and heritage-sensitive urban design.

No.	Skillset	Knowledge, experience, and expertise
		• Proven experience in Streetscape and public space concepts. • Proven experience in urban design and placemaking guidelines. • 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, Sustainable Urban Drainage Systems, Ecological infrastructure, master planning, project preparation and project readiness, 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

No.	Skillset	Knowledge, experience, and expertise
		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 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 Experience in retail analysis, land use yield modelling, and development incentives. • Proven knowledge and understanding of economic studies, Property market analysis, Rental rates, vacancy rates, capitalisation rates, development feasibility and incentive mechanisms and experience in similar projects as per the terms of reference. • Ability to utilise existing policies pertinent to economic and

No.	Skillset	Knowledge, experience, and expertise
		regional development to supplement the LSDF. • 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.

Table 2: Professional team requirements

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.

9. 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 LSDF in accordance with an agenda;
c) To present detailed monthly project progress reports at PSC meetings;
d) Manage and conduct public participation processes;
e) Facilitation of workshops with officials, councillors, as required, to ensure all parties are well informed and contribute to the LSDF 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 of 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.

10. 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 before 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.

11. PROJECT OR CONTRACT PERIOD

a) The timeframe envisaged for the duration of the project is approximately 18 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 PSC meetings is to be confirmed on Project Inception**. The bid proposal must conform to this requirement.**

12. REQUESTS FOR CLARIFICATION AND BID PRESENTATIONS

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

13. 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.

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

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

19. BID 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. Stage1: 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 the below requirements and do not provide the necessary documents will be considered non-responsive)**

COMPULSORY CRITERIA	MEETS REQUIREMENTS
1. The project manager must be a Professional Planner (minimum academic B-degree in Town and Regional Planning) with a minimum of 10 years proven experience/track record of relevant spatial planning and project management, and professional registration and in good standing with the South African Council for Planners (SACPLAN).	
2. Town Planner be a Professional Planner (minimum academic B-degree in Town and Regional Planning) and professional registration and in good standing with the South African Council for Planners (SACPLAN).	
3. An Urban Designer with Appropriate M-degree accredited qualification or equivalent qualification approved by the Urban Design Institute of South Africa (UDISA) and Registration with UDISA.	
4. An Environmentalist with Minimum B-degree in Environmental Management (or equivalent qualification in Natural/Physical/Environmental Science);	
5. 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.	
6. A Professional Civil Engineer with a minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA)	
7. A Professional Transport Planner/ Traffic Engineer with Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA)	
8. A Property/Urban Economist with a minimum B-degree in economics.	

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: Functional responsiveness:

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 roll-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 to correspond with the time schedule, resources allocated, major activities and milestones relative to cash flow expectations.
   ii. A schedule of project team members allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (including all applicable taxes); and
   iii. Detailed breakdown of budget and cash flows for each of the components and phases. Professional Fees will cover all technical work, including

mapping and GIS capture, disbursements, and specialist inputs. Direct costs include cost of subsistence, travel, accommodation, photocopies, printing and mailing cost of letters, equipment, etc. Provision must also be made for printing and replication of the project deliverables.

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 demonstrated 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 Transport planning/engineering	3
Demonstrated experience and expertise in civil engineering	3
Demonstrated experience in environmental management practices	3
Demonstrated experience in urban/ property economic development	3
Demonstrated experience 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 detail breakdown of budget and cash flows / payment schedule	5
TOTAL SCORE	**80**
Minimum 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**
an ag e m en	**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.
	1	1 to 2 years demonstrated experience and expertise in urban design practices.
	0	No experience and expertise in urban design practices.

Transport / Traffic engineering **Weighting = 3**	**3**	5 or more years demonstrated experience and expertise in transport/ traffic Engineering.
	2	3 to 4 years demonstrated experience and expertise in transport/ traffic Engineering.
	1	1 to 2 years demonstrated experience and expertise in transport/ traffic Engineering.
	0	No experience and expertise in transport/ traffic 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. <u>INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED = 30 POINTS</u>

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 5.1)	R
2.	Status Quo, Conceptual Analysis Report (See 5.2)	R
3.	Draft CBD LSDF Report (See Par 5.3)	R
4.	Final CBD LSDF Report (See Par 5.4)	R
5.	Close Out Report (See Par 5.5)	R

TOTAL PRICE (EXCLUDING APPLICABLE TAX)
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 **(link will be provided at clarification meeting)**

Annexure 3: Declaration form

DECLARATION OF INTEREST

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

2.1 Full Name:

_____

2.2 Identity number:

_____

2.3 South African Council for Planners Registration Number:

_____

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

YES / NO

2.4.1 If so, furnish particulars.

……

……..

……

……

……

……

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

YES / NO

2.5.1 If so, state particulars.

……

……..

……..

……..

……..

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

YES / NO

2.6.1 If so, state particulars.

……

……..

……

……

……

……

DECLARATION

I, THE UNDERSIGNED (NAME)
……..……

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

……..	……..
Signature	Date
……	…….
Position	Name of Bidder

PAST EXPERIENCE

This schedule is compulsory to complete!

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

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

_____ _____

Date Signature of Tenderer

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule/s.**

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

I/we further agree that:

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

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

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

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

Physical Address: _____

_____

_____

_____

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

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

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MR. M. PHOSA**

Signature: _____

Capacity: **DIRECTOR: PLANNING AND DEVELOPMENT**

Date: _____

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

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, shareholder[2]): ……..	
3.4	Company Registration Number: ……	
3.5	Tax Reference Number: ……..	
3.6	VAT Registration Number: …….	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (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.

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

This preference form must form part of all the 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

a) 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**

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

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	0	0

contributor		

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: ……

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

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**

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.

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: GMT015/26-27

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

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General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7 “Day” means calendar day.
1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders

(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but

excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General:

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights

or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses:

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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

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

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing:

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts:

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

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

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty:

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and

accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment:

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of

the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default:

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Counter-Vailing duties and rights:

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency:

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise

insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes:

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

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

32. Taxes and duties:

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of

administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.

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