



MBD1

**PART A  
INVITATION TO BID**

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

BID NUMBER:	<b>13 / 2025</b>	CLOSING DATE:	<b>31 MARCH 2025</b>	CLOSING TIME:	<b>12H00PM</b>
DESCRIPTION	<b>APPOINTMENT OF A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE MAKHADO LOCAL MUNICIPALITY SPATIAL DEVELOPMENT FRAMEWORK (SDF) – PREPARATION OF AN INTEGRATED SET OF PRECINCT PLANS FOR SOURCING OF FUNDS</b>				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

POSTAL ADDRESS:
<b>PRIVATE BAG X 2596, MAKHADO, 0920</b>

STREET ADDRESS
<b>CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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TOTAL NUMBER OF ITEMS OFFERED		PERCENTAGE	%
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED	
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<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	MR AUBREY MABUNDA
CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	Aubreym@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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: .....

● Usuthu claim co-coach requested to leave ‘because of personal matters’

By **SAZI HADEBE**

AmaZulu have parted ways with one of their co-coaches, Vusumuzi “Mpiyakhe” Vilakazi.

The club announced yesterday that Vilakazi has resigned because of personal matters.

However, Sowetan’ sister publication TimesLIVE has been informed that co-coach Arthur “Phakimpi” Zwane was never in favour of co-coaching in the first place, and had some disagreements with his colleague.

Vilakazi departs despite having managed to put the club in the top eight with some strong results.

# ZWANE TO STEER AMAZULU SOLO AS VILAKAZI JUMPS SHIP

“In his letter of resignation, Vilakazi referred to personal matters that require his urgent attention, making it impossible for him to commit to his responsibilities at the club,” AmaZulu said.

Club president Sandile Zungu has accepted Vilakazi’s request to be released.

“On behalf of the entire Usuthu family, players,

technical and administrative personnel, supporters and board members ... we wish ‘Mpiyakhe’ [Vilakazi] all the best in his future endeavours,” Zungu said.

Vilakazi leaves Zwane as the sole head coach of AmaZulu going forward. Usuthu return to Betway Premiership action when they host Cape Town City at King Zwelithini Stadium on Sunday.



**AmaZulu co-coach Vusumuzi Vilakazi (left) has resigned, leaving colleague Arthur Zwane in the saddle alone.** /Darren Stewart /Gallo Images

ARENA HOLDINGS

WE'RE HIRING!

POSITION:

## COMPANIES & MARKETS EDITOR

REPORTING TO: BUSINESS DAY EDITOR

DEPARTMENT: EDITORIAL

LOCATION: JOHANNESBURG

### PURPOSE OF THE JOB:

Business Day is looking for a Companies & Markets Editor to co-ordinate our company and markets news coverage for BusinessLIVE, our digital business platform, and Business Day. We're seeking an applicant with news-editing and writing skills who has a nose for news and a good sense of what our readers want to see online, in print and in video. Applicants should have a demonstrated knowledge of business and finance and be able to quickly commission, edit and publish relevant and informed articles. The position involves liaising with reporters and editors to ensure the best possible coverage of the companies sector.

### MAIN RESPONSIBILITIES

- Write or commission articles on major market movements, corporate earnings, mergers and acquisitions, regulatory changes, and other business-related topics.
- Develop and implement a content strategy for the companies and markets section, ensuring it aligns with the audience's interests and Business Day's and BusinessLIVE's editorial goals.
- Ensure all content adheres to editorial guidelines and upholds the publication's standards for quality and impartiality.
- Identify emerging trends in the market, business, and finance sectors to drive the creation of timely and relevant stories.
- Lead and manage a team of reporters and writers, providing editorial guidance and support.
- Collaborate with other editorial departments, including digital and multimedia, to ensure cross-platform consistency and maximise audience engagement.
- Attend relevant industry events, conferences, and investor briefings to stay informed and build a network within the business community.
- Monitor and analyse audience engagement metrics to refine content strategy and identify topics of growing interest.
- Regularly provide expert commentary on quarterly earnings reports, forecasts and key performance indicators for major companies or industries.

### REQUIREMENTS

- Relevant higher education qualification.
- At least seven years' experience in journalism.

### SKILLS

- Be self-motivated with an ability to lead and work within a team.
- Strong editorial and writing skills.
- Financial and market knowledge.
- Ethical judgment and integrity.
- Strong verbal and written communication skills and ability to represent Business Day and BusinessLIVE at conferences or media events and engaging with the public and industry experts.

Applications and CVs should be addressed to email:

**mediarecruitment@arena.africa**

**Please indicate the job title in the subject line of your application**

Closing date: 28 February 2025

Arena Holdings applies the principles of Employment Equity Act and as such, preference will be given to candidates who will add to the diversity of our organisation. Candidates who have not been contacted within 2 months after the closing date of this advertisement, please accept that your application was unsuccessful.



## MAKHADO LOCAL MUNICIPALITY

### TENDER NOTICE



All suitable service providers are hereby invited to bid for the below mentioned project. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from **04 March 2025 at non-refundable amount of R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or [www.makhado.gov.za](http://www.makhado.gov.za).

BID NO:	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
13 of 2025	Appointment Of a Multi-Disciplinary Team for The Implementation Of The Makhado Local Municipality Spatial Development Framework (SDF) – Preparation Of An Integrated Set of Precinct Plans for Sourcing Of Funds	90/10 preferential points with functionality		Director Development Planning: Mr. A Mabunda or Mr. T Musandiwa at 0155193000	Ref: 8/3/2069 Notice no: 21/2025	31 March 2025 at 12:00pm
14 of 2025	Appointment Of a Service Provider for the Calibration and Maintenance Of Traffic Equipments For The Period Of Three (03) Years	80/20 preferential points with functionality		Director Community Services: Mr. HJ Lukheli or Mr. Z Thukhutha at 0155193000	Ref: 8/3/2/2070 Notice no: 22/2025	31 March 2025 at 12:00pm
15 of 2025	Appointment Of a Service Provider for Supply and Delivery of The National Road Traffic Act Manuals and Amendments for The Period Of Three (03) Years	80/20 preferential points		Director Community Services: Mr. HJ Lukheli or Mr. Z Thukhutha at 0155193000	Ref: 8/3/2/2071 Notice no: 23/2025	31 March 2025 at 12:00pm
17 of 2025	Supply, Delivery, Installation and Commissioning of Uninterruptable Power Supply (UPS) And Batteries in Server Room and 3 Years Maintenance	80/20 preferential points and functionality	• CIDB Grading 2EP or higher • Certified copy of wireman's license	Director Corporate Services: Mr. SG Maguga or Mr. ZE Tharini at 0155193000	Ref: 8/3/2/2073 Notice no: 25/2025	31 March 2025 at 12:00pm

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. The Municipality reserves the right to cancel the contract at any point where it deems necessary. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per the above-mentioned table.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database (CSD) report.

### NB:

- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.
- Tenders must be properly deposited in the tender box on or before the closing date at Makhado Local Municipality Civic Centre, 83 Krogh Street, Makhado

All procurement enquiries should be directed to Ms. P Mudau or Mr M Ramabulana at Tel no. (015) 519 3044/3024

Civic Centre  
83 Krogh Street  
MAKHADO

MR KM NEMANAME  
MUNICIPAL MANAGER

# **APPOINTMENT OF A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE MAKHADO LOCAL MUNICIPALITY SPATIAL DEVELOPMENT FRAMEWORK (SDF) – PREPARATION OF AN INTEGRATED SET OF PRECINCT PLANS FOR SOURCING OF FUNDS**

## **SPECIAL CONDITIONS TO THE BID**

### **1. SUBMISSION OF TENDERS**

Tenders will be opened to the public immediately after the advertised closing date. Submissions must be in a sealed envelope clearly endorsed as per the instruction on page \_\_\_ of the tender document (advert). Prospective bidders must ensure that all bids submitted through courier services are deposited in the right bid box. The municipality will not take any responsibility for bids submitted at the wrong addresses.

### **2. ADJUDICATION OF TENDER**

The Makhado Local Municipality will not be bound to accept the lowest or any tender and also reserves the right to cancel the tender when deemed necessary.

**NB: All certified copies must be original and not older than three months. Failure to adhere will render your submission invalid and non-responsive.**

### **3. DELIVERABLES & PENALTIES**

The successful bidders will be expected to enter into a contract and the Service Level Agreement will be made available where amongst others, detailed terms and conditions will be applied.

### **4. PERIOD OF VALIDITY OF TENDERS**

The period of validity of tenders shall be **90** days as stated in the tender form and be calculated from the closing date for submission of tenders.

### **5. NOTICE OF BIDDERS**

Should any additions or alterations to the document as issued to Bidders be deemed necessary prior to the date for submission of tenders, they will be issued to Bidders in the form of Notices and will form part of the tender document. Bidders should ensure that both website are visited timeously to ensure that erratum/addendum loaded on the websites are noted and responded too as expected.

The Notices to Bidders shall be completed where applicable by Bidders, signed, dated and returned with the tender documents.

### **6. DELIVERABLES & PENALTIES**

The successful bidders will be expected to enter into a contract and the Service Level Agreement will be made available where amongst others, detailed terms and conditions will be applied.

## **7. PRICE**

- Bids must be priced in terms of percentage of commission based on the percentage of the funds that would have been sources.

## **8. OTHER INSTRUCTIONS TO THE BIDDERS**

- The appointed service provider will be required to provide the municipality work plan, detailing, methodology and timeframes budget.
- The proposed key personnel included in the bid document should be available during the implementation of the programme, any amendments to the key personnel should be communicated in writing and approved by the Project Manager. The substitute key personnel must have the same skills, qualification and experience.

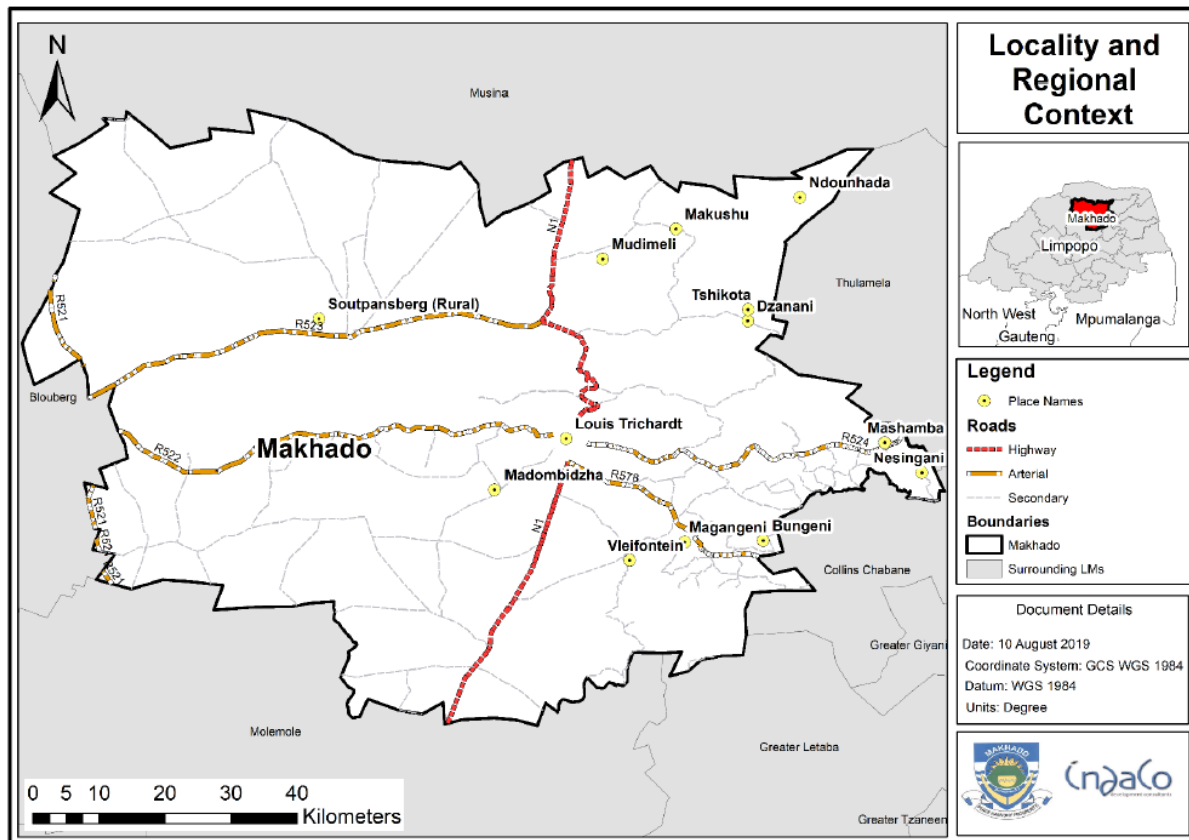
# **APPOINTMENT OF A MULTI-DISCIPLINARY TEAM FOR THE IMPLEMENTATION OF THE MAKHADO LOCAL MUNICIPALITY SPATIAL DEVELOPMENT FRAMEWORK (SDF) – PREPARATION OF AN INTEGRATED SET OF PRECINCT PLANS FOR SOURCING OF FUNDS**

## **1. INTRODUCTION**

Section 21 of Spatial Planning and Land Use Management Act (SPLUMA) sets out the required content of a Spatial Development Framework (SDF), it is stipulated in clause (l)(i) that a Municipal Spatial Development Framework must identify the designation of areas in which - (i) more detailed local plans must be developed. The primary mandate of a precinct plan is to provide more detailed proposals for areas that are anticipated to have significant growth and development over the course of time.

## **2. LOCALITY**

The Makhado Local Municipality is located in the northern part of the Limpopo Province. Its territory covers an area of 8567.38 km<sup>2</sup>. It shares borders with the following local municipalities, namely, Blouberg, Musina, Molemole, Greater Letaba, Greater Giyani, and Thulamela. At least 2.6% of the municipality is urban whereas 97.4% is rural. The major towns include Louis Trichardt, Dzanani, Waterval, and Vleifontein.



**Figure 1: Locality - Makhado  
Local Municipality**



### 3. STRATEGIC OBJECTIVE

The interventions of the project will promote restructuring, sustainable communities, economic development, poverty alleviation and environmental sustainability. The objective of this project is to ensure that the identified set of areas listed below, realize their full potential as business, industrial and tourism facilities, while also stabilizing, consolidating, and promoting economic development to improve business efficiencies and potential, which will significantly enhance the community's socio-economic status.

### 4. BACKGROUND & PURPOSE

The Makhado Local Municipality is requesting proposals from multi-disciplinary teams of Built Environment Professional Service Providers. **the purpose of the appointment of a multi-disciplinary team for the implementation of the Makhado local municipality spatial development framework (SDF) – preparation of an integrated set of precinct plans for sourcing of funds**

The 'Terms of Reference' are thus compiled to invite potential service providers that possess the necessary experience and capabilities, to submit their proposals to assist in the development of the Integrated Set of Precinct Plans for the following identified areas:

1. Louis Trichardt
2. Vleifontein
3. Waterval
4. Dzanani
5. Madombidzha
6. Mudimeli
7. Magangeni
8. Tshakhuma
9. Mashamba
10. Tshikota
11. Makushu
12. Siloam
13. Kutama -Midoroni
14. N1Tunnel / Maname Paradise

Furthermore, the 'Terms of Reference' has taken into consideration the above-mentioned areas upon an in-depth assessment of the Makhado Local Municipality Spatial Development Framework (SDF). In addition, the Spatial Development Framework (SDF) holds Local Spatial Development Frameworks (LSDF's) that were formulated for the four main towns of the Makhado Local Municipality which will assist towards the development trend analysis for the Preparation of an Integrated Set of Precinct Plans. The identified towns are as follows:

- Louis Trichardt
- Ha - Tshikota (Vleifontein)
- Waterval
- Makhado A Township ( Dzanani)



The key objectives of the micro strategic development concept are to achieve objectives such as integration of different neighborhoods (communities), improved access to social amenities and economic development, optimizing existing infrastructure and integrating development with public transport.

The National Treasury has devised a progressive spatial targeting methodology known as the Urban Network Strategy (UNS). The UNS is a planning approach aimed at realizing compact and connected cities within the context of the SA's fragmented urban form and constrained fiscal environment. It is based on Transit Oriented Development (TOD), i.e. on the principles of agglomeration (mixed-use densification) and connectivity.

In the process of the Preparation of the Integrated Set of Precinct Plans for the Makhado Local Municipality, each set of Precinct Plans will be required to attain numerous benefits such as the integration for each of the precinct networks for goods/services and business facilitation, enhancement collaboration among stakeholders, attraction of private and public sector investments, improvement of infrastructure development, driving economic growth and job creation for the Makhado communities, promotion of sustainable practices, ensuring community engagement, and facilitating focused economic diversification which in result will adhere to the Urban Network Strategy (UNS) planning strategies.

## **5. THE NEIGHBOURHOOD DEVELOPMENT PARTERSHIP PROGRAMME (NDPP)**

The NDPP was established in 2006 and is responsible for managing the Neighborhood Development Partnership Grant (NDPG). In 2012/13 the NDPG programme was revised in accordance with a new strategy. The focus of this Urban Networks Strategy (UNS), as the name implies, is to shift infrastructure investments towards the creation of efficient and effective urban centers that will increase economic growth, spatially target investment, create employment and increase access to urban amenities, especially for the poor located in marginalized settlement areas. The development of such underserved neighborhoods in the absence of an integrated and co-ordinated city-wide urban regeneration strategy have had a low impact and the UNS provides the overarching framework for transformational development.

The NDPP plays a direct role in coordinating and aligning planning, preparation, budgeting, delivery and management of public investment in spatially targeted locations collaboratively identified with cities to enhance inclusive economic growth. This involves implementation of the urban network to optimize prioritization of infrastructure across sectors, spheres, public entities and state-owned companies to enable the necessary conditions for sustained private and household investments. The planning and implementation is done through Technical Assistance (TA) and Capital Grant (CG) respectively:

- a. The TA grant, to do credible medium to long term strategic and project planning for underserved neighborhoods to improve the basis for public sector investment decisions and to support sustainable operations and maintenance of through precinct and urban management; and
- b. The CG fund to invest in catalytic projects that have the potential to create multi-functional public and private sector hubs or corridors in underserved/disadvantage areas.

Central to the work of the NDPP is encouraging and fostering of partnerships at all levels – project level, municipal, provincial, regional and national – between key stakeholders, especially government and the private sector. Fiscal Impact Tool, Long Term Financial Plans, Infrastructure

led growth etc. are some of the tools that will be utilized to sustain economic growth. Development charges, Tax Increment Financing, Borrowing, Land Value Capture etc. are some of the funding mechanisms that would be used to finance economic infrastructure and thereby reducing the reliance of municipalities on grant funding. The strategies and financing tools will be prioritized within spatially targeted areas to coordinate public and private sector investment.

## **6. SCOPE OF WORK**

### **6.1 PROPOSED APPROACH**

The Professional Service Provider will be responsible for the Implementation of the Makhado Local

Municipality Spatial Development Framework (SDF) - Preparation of an Integrated Set of Precinct Plans for sourcing of funds.

The proposed approach to each set of Precinct Plans will be required to include the following:

<b>PHASES</b>	<b>CONTENT</b>
<b>1</b>	<b>INCEPTION REPORT AND COMMUNICATION PLAN</b>
<b>2</b>	<b>DATA COLLECTION AND SITUATIONAL ANALYSIS</b>
<b>3</b>	<b>DRAFT PRECINCT PLAN'S</b>
<b>4</b>	<b>FIRST REVIEW OF THE DRAFT PRECINCT PLAN'S</b>
<b>5</b>	<b>FINAL SUBMISSION AND APPROVAL OF THE PRECINCT PLANS</b>
<b>6</b>	<b>SOURCING OF FUNDS</b>
<b>7</b>	<b>CLOSE OUT REPORT</b>

Stakeholder Engagement and Public Participation will be required to be conducted as per the Makhado Local Municipality planning guidelines.

Once the planning phase has been completed, the implementation of planning proposals and project will commence. Technical support will be required by the municipality in terms of the following:

1. Preparation of Project Plan for each identified project that will meet the requirements of the National Treasury and will be in the format as suggested by the template available on the Neighborhood Development Programme MIS.
2. Assistance with the appointment of specialist service providers and contractors required for the implementation of the Project Plan.
3. Assistance with reporting as required by the National Treasury in terms of the Neighborhood Development Programme MIS.

4. Assistance with the preparation of a Project Close-Out Report in the format as suggested by the template available on the Neighborhood Development Programme MIS.
5. Overall programme management of the implementation process.

**Note that existing documentation such as SDF, Electricity Masterplan and road and stormwater masterplan should serve as a baseline for the deliverable.**

The deliverable must take particular consideration of the following concepts:

- Economic transformation – the service provider should take cognizance and consider the concept of economic transformation as part of the precinct concept and final precinct plan. This implies that planning and urban design should allow for the economic upliftment of the entrepreneur and small business owner.
- Focus on increased investment, commercialization and revenue generation – the concept and final plan should place the focus not only on place making but also consider how the Municipality will enable investment and revenue generation in the area.
- Alignment with the latest Neighborhood Development Programme (NDP) Integration zone planning guidelines.
- How the study area relates to the rest of the Municipality in terms of an urban network.

## 6.2 DELIVERABLES

The service provider will be required to review the existing Makhado Local Municipality's spatial plans and related municipal policy documentation for the preparation of **Implementation of the Makhado Local Municipality Spatial Development Framework (SDF) - Preparation of an Integrated set of Precinct Plans sourcing of funds**. Note that existing knowledge, information and experience will be used to review and finalize the documentation to align to the NDP strategic approach.

The Plan should respond to the National Treasury (NDP) guidelines and the professional service providers are required to extensively consult the NDP guidelines including:

- Scoping report to determine IZ Planning and Implementation
- Integration Zone Planning Guidelines
- Urban Hub Design Toolkit (Municipal and Practitioners Guide)
- TOD Targets Calculator
- Precinct Planning Compliance Checklist
- Precinct Concept Planning Supplementary Toolkit
- Precinct Concept Presentation Template
- Final Precinct Plan Presentation Template

**The table below indicates the phasing requirements and content for the development of each set of Precinct Plans:**

NO.	PHASE	CONTENT
-----	-------	---------

<b>1</b>	<b>INCEPTION REPORT AND COMMUNICATION PLAN</b>	<ul style="list-style-type: none"> <li>- Inception meeting</li> <li>- Inception report</li> <li>- Consultation and communication plan</li> <li>- PSC Meeting</li> </ul>
<b>2</b>	<b>DATA COLLECTION AND SITUATIONAL ANALYSIS</b>	<ul style="list-style-type: none"> <li>- Site visit</li> <li>- Policy Assessment</li> <li>- Built Form Assessment</li> <li>- Traffic and Transport Assessment</li> <li>- Road and Infrastructure Assessment</li> <li>- Linkages and Connectivity Assessment</li> <li>- Lynch Analysis</li> <li>- Bulk Infrastructure Assessment</li> <li>- Environmental Assessment</li> <li>- PSC Meeting</li> </ul>
<b>3</b>	<b>DRAFT PRECINCT PLAN'S</b>	<ul style="list-style-type: none"> <li>- Town Planning Assessment</li> <li>- Development Scenarios</li> <li>- Conceptual Plans</li> <li>- Urban Design Assessment</li> <li>- Economic Assessment</li> <li>- SWOT Analysis and Key Issues</li> <li>- Capital Investment Framework</li> <li>- Implementation Plan</li> <li>- Technical Working Group Meeting</li> <li>- PSC Meeting</li> </ul>
<b>4</b>	<b>FIRST REVIEW OF THE DRAFT PRECINCT PLAN'S</b>	<ul style="list-style-type: none"> <li>- 2 Day Workshop</li> <li>- One on One Stakeholder Meetings</li> <li>- Draft Precinct Plan</li> <li>- Public Participation</li> <li>- PSC Meeting</li> </ul>
<b>5</b>	<b>FINAL SUBMISSION AND APPROVAL OF THE PRECINCT PLANS</b>	<ul style="list-style-type: none"> <li>- Refining / Updating Plans</li> <li>- Final Report Amendments</li> <li>- Participation (Newspaper and Gazette)</li> <li>- PSC Meeting</li> </ul>
<b>7</b>	To submit all relevant documents to the relevant bodies that deals with sourcing of funds.	
<b>6</b>	<b>CLOSE OUT REPORT</b>	<ul style="list-style-type: none"> <li>- Proof of Consultations and Public Participation</li> <li>- Presentation to council</li> <li>- Handover of GIS Data, Plans, Reports etc.</li> <li>- PSC Meeting</li> </ul>

#### **NOTE:**

- Given the nature of skill sets required a multi-disciplinary team approach is preferred.
- The service providers are to produce detailed and clear maps with status quo and design information.
- An interim report must be submitted upon completion of each task/ milestone, followed by a comprehensive final report upon completion of each precinct plan.
- GIS Data and Shape – files of all work completed, which must be at a standard acceptable.
- MS PowerPoint presentation(s) for each task / milestone completed.

- Stakeholder engagement report in respect of both internal and external stakeholder engagements
- All deliverables to be submitted in an electronic format, shall be in a format that is compatible with the electronic software used by the Makhado Local Municipality (i.e. Microsoft Windows, Microsoft office and Arc GIS (shape files) and it shall be submitted in an editable format.
- All information produced, vests with the Makhado Local Municipality.

## **7. KEY EXPERTISE AND/OR EXPERIENCE REQUIRED**

A multi-disciplinary team comprising professionals in the fields of town planning, project management, urban designer, economic development planning, environmental specialist, GIS specialist and social facilitation experts should demonstrate an in-depth understanding of precinct planning, property economics, urban development and management.

The make-up of the multi-disciplinary team will have sound knowledge and proven experience – (with evidence of projects of a similar nature) of:

- Intergovernmental relations;
- Legislation pertaining to local government;
- Infrastructure development;
- Strategic planning;
- Urban design and local planning;
- Commercial modelling;
- Stakeholder engagement and management;
- Financial management;
- Working with communities;
- Partnership building with public and private sector; and
- Good verbal and written communication skills

The team will have commitment to:

- Professional / Registered Persons Code of Ethics and Standards.
- Professional liability.
- Evidence of service to society (through mentorship and/or internship programmes) component.
- Participation in lifelong learning and continuing professional development activities.

## **8. EXCLUSIONS FROM THE SCOPE OF WORKS**

The service provider will be responsible for planning and other related matters as indicated in the terms of reference. The municipality will appoint an independent professional service provider for the Designs and Project Management of specific projects identified in the planning phase.

## **9. TIME FRAMES**

It is anticipated that the duration of this project will be communicated after the contract signed. Service providers will be required to submit a Work Plan as part of the Inception and to constantly review/update the Work Plan as the project commences. The Work Plan must include roles and responsibilities, outputs and milestones as well as clear timeframes.

It is also important to note that those activities / tasks, which can run parallel, must be done simultaneously, in order for the project to be completed in the shortest possible time.

## 10. SUBMISSION REQUIREMENTS

The following items are required in submission from the bidder in order for bids to qualify for evaluation in the following order:

ITEM	DESCRIPTION
1. COVERING LETTER	<ul style="list-style-type: none"> <li>Name and contact details of bidder</li> <li>Any special conditions (if any)</li> </ul>
2. TECHNICAL PROPOSAL	<p>To contain:</p> <ul style="list-style-type: none"> <li>Brief understanding of the project and the project components [max 3 pages]</li> <li>Provide details of the proposed methodology for the successful completion of the project [max 3 pages]</li> <li>Provide a statement on experience in respect of NDP, Precinct Planning, Project and Financial Management, Infrastructure, Property Economics, Urban Development and Management [max 3 pages]</li> <li>Supply a list of key members setting out the professional role, hourly rates and experience/skills of each professional as well as a resourcing diagram to illustrate how the proposed multi-disciplinary team intend to collaborate with their expertise and experience to conduct the work.</li> </ul>
3. TIME SCHEDULE	<ul style="list-style-type: none"> <li>Draft Project Plan and Expected Delivery Date/s per deliverable – taking into account of relevant section in this document</li> </ul>

## 11. FORM OF SUBMISSION

The submissions should be in **one hard copy format** and contained within a sealed envelope and should be submitted no later than 12h00pm at **31 March 2025**. Envelopes should have the following information on:

- Name of Company
- Name of Tender

## 12. METHODOLOGY

The set of each integrated Precinct Plan's must serve as an essential tool for urban planning that facilitates organized development while considering community needs and environmental factors which will benefit towards sustainable integration for all the surrounding areas located within the Makhado Local Municipality.

A proposal document with the portfolios of the specific individual Principals to be employed in the project must be submitted, which will be evaluated by the panel for relevance and scope of work delivered in portfolio.

Quality of presentation of the proposal:

- Proposed Methodology and the implementation plan.
- Appropriateness of proposed approach and methodology. (A broad overview of approaches and methodologies that may be employed to tackle the Project as mentioned in the Terms of Reference.
- Proposed Project Management linked to the milestone and timeframe.
- The degree to which the methodology proposed is sound, professional, realistic and logical. Method and clarity regarding presentation of the final outputs of the Project; and Programme with clear timelines and output. (Project plan with clear timelines and outputs with clear reporting mechanisms to verify progress.
- Programme Management.
- Clear reporting mechanism.
- Indicators and means of verifying progress.

### 13. PROFESSIONAL TEAM

Mandatory requirements:

- The Project team leader must be registered with the South African Council for Planners (SACPLAN) as a Professional Planner (Attach a copy of valid certificate).
- Project team members must be registered with the relevant Professional Bodies.

It is therefore recommended that the Service Provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the Project must be submitted. This should clearly indicate what roles each team member will play. A company / team profile containing, among other things, names, qualifications and experience of persons who will be directly involved in the Project must be included.

### 14. EVALUATION CRITERIA

The functionality criteria and maximum score in respect of each of the criteria are as follows:

QUALITY CRITERIA	SUB-CRITERIA	WEIGHTING	ALLOCATION
Relevant Experience	<ul style="list-style-type: none"> <li>- Proof of relevant experience must be provided</li> <li>- Appointment letters on NDPG or projects of similar scope of work and contactable references must be attached.</li> </ul> <p><b>10 points per appointment letter</b></p>	40	
<b>SPECIALIST SKILLS</b>			
Town and	- Relevant years of		



Regional Planner	<p>experience, with professional registration certificate .</p> <ul style="list-style-type: none"> <li>- 1 year=2</li> <li>- 2 years=4</li> <li>- 3 years=6</li> <li>- 4 years=8</li> <li>- 5 years=9</li> <li>- 6 years=10</li> </ul>	10	
Project Manager	<p>Relevant years of Experience, with professional registration certification.</p> <ul style="list-style-type: none"> <li>- 1 year=02</li> <li>- 2 years=05</li> <li>- 3 years=10</li> </ul>	10	
Urban Design Planner	<p>Relevant years of Experience, with professional registration certificate.</p> <ul style="list-style-type: none"> <li>- 1 year=02</li> <li>- 2 years=05</li> <li>- 3 years= 10</li> </ul>	10	
Development Economist	<p>Relevant years of Experience, with professional registration certificate.</p> <ul style="list-style-type: none"> <li>- 1 year=02</li> <li>- 2 years=05</li> <li>- 3 years=10</li> </ul>	10	
Environmental Specialist	<p>Relevant years of Experience, with professional registration certification.</p> <ul style="list-style-type: none"> <li>- 1 year=02</li> <li>- 2 years=05</li> <li>- 3 years=10</li> </ul>	10	
GIS Specialist	<p>Relevant years of Experience, with professional registration certificate.</p> <ul style="list-style-type: none"> <li>- 1 year=01</li> <li>- 2 years=02</li> <li>- 3 years=05</li> </ul>	05	
Social & Development Facilitation	<p>Relevant years of Experience, with professional registration certificate.</p> <ul style="list-style-type: none"> <li>- 1 year=01</li> <li>- 2 years=02</li> </ul>	05	

	- 3 years=5		
<b>TOTAL</b>		<b>100</b>	

Bidders who will not reach 75 score marks, will not be considered for further assessment.

**MBD 3.1**

### PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

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

Name of Bidder..... number..... Closing Time .....	Bid .....  Closing Date .....
--	-------------------------------------

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-------------	----------	-------------	--

- Required by: .....

- At: .....

- Brand and model .....

- Country of origin.....

- Does offer comply with specification?      \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

- Delivery: ..... \*Firm/not firm

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

### B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD

				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

<b>AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:</b>	<b>DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE</b>	<b>DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE</b>	<b>DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE</b>

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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



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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	05	N/A	N/A	
Woman Ownership (attach CSD detail report or Certified ID copy)	03	N/A	N/A	

Disability (Attach Disability letter from a Doctor)	02	N/A	N/A	

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to Makhado Municipality in accordance with the requirements and task directives / proposals specifications stipulated bid no: **13 of 2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE:.....

## CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I Kent Mbavhalelo Nemaname in my capacity as Municipal Manager accept your bid under reference number 8/3/2/2069 dated -----for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT MAKHADO ON .....

NAME (PRINT)

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE:.....

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

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

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



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

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

<sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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



## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

**YES / NO**

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **YES / NO**

4.1 If yes, furnish particulars

.....

.....

### **CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**



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

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
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27. Settlement of disputes
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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 supplies 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 supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take



such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.

**17. Prices**

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

**18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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