



MBD1

**PART A
INVITATION TO BID**

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

BID NUMBER:	14 /2026	CLOSING DATE:	14 MAY 2026	CLOSING TIME:	12H00PM
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DESCRIPTION	REVIEW OF MAKHADO SPATIAL DEVELOPMENT FRAMEWORK WITH MAPS AND DEVELOPMENT OF PRECINCT PLAN FOR LOUIS TRICHARDT TOWN
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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:	PRIVATE BAG X 2596, MAKHADO, 0920
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STREET ADDRESS	CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920
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STREET ADDRESS	CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920
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STREET ADDRESS	CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920
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SUPPLIER INFORMATION

NAME OF BIDDER	
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POSTAL ADDRESS	
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STREET ADDRESS	
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TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER	
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FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
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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		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	MR A MABUNDA
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CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
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TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
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FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	aubrey@makhado.gov.za
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E-MAIL ADDRESS	phophimu@makhado.gov.za		
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**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</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>
2. TAX COMPLIANCE REQUIREMENTS
<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 WWW.SARS.GOV.ZA.</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>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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:

NKANGALA DISTRICT MUNICIPALITY

**PUBLIC NOTICE
NOTICE IN TERMS OF SECTION 116(3) OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003) FOR THE PROPOSED AMENDMENT OF THE EXISTING CONTRACT**

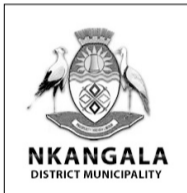
Nkangala District Municipality's Council has at its 6th (2025/2026) Financial Year Council Meeting held on 25 March 2026, Resolved in terms of Resolution Number DM-ND 379/03/2026, that the existing contracts between Nkangala District Municipality and Teammate Waters Kluwer Audit Risk be amended subject to Compliance with Section 116 (3)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) read in conjunction with Section 21 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000):

Therefore, having now satisfied provision(s) of Section 116 (3)(a) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003), Notice is hereby given in terms of Section 116 (3)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) read in conjunction with Section 21 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) that Nkangala District Municipality intends to amend the existing contract for team mate, whose contracts had been extended in terms of Clause 5.12 of the General Conditions of Contract due to various prevailing circumstances:

No.	Service Provider	Project Number and Description	Original Start Date	Original Completion	Revised Completion
1	Teammate Waters Kluwer Audit Risk	Provision of audit software	01 Sept 2014	31 April 2026	31 April 2031

In this regard, any member of the community who needs further details and/or wishes to submit a presentation in respect of any of the above-mentioned proposed contract amendment, may do so within 21 (twenty-one) days from the date of publication hereof by contacting Mr. Siphosile Masilela per email at masilelas@nkangaladm.gov.za or may visit and/or hand deliver them to Supply Chain Management Office of Nkangala District Municipality at 2A Walter Sisulu Street, Middelburg, Mpumalanga Province during business hours between 7h30 and 16h30 from Mondays to Thursdays and between 7h30 and 13h30 on Fridays.

However, persons with limited literacy skills or capacity may come during office hours to the Supply Chain Management Office of Nkangala District Municipality at the above-mentioned address, where the above-mentioned contact person or any other person delegated by the above-mentioned contact person will be able to assist that person to transcribe his/her comments or representations.



ML MAHLANGU - MUNICIPAL MANAGER, NKANGALA DISTRICT MUNICIPALITY



**MAKHADO MUNICIPALITY
TENDER NOTICE**

All suitable service providers are hereby invited to bid for the above-mentioned project. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable 28 April 2026 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.

BID NO:	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENTS	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
13 of 2026	Review of the local economic development strategy of the Makhado local Municipality	80/20 preferential points with functionality		Director Development and planning : Mr A Mabunda or Mr RV Phalanda at 0155193000	Ref: 8/3/2/2149 Notice no: 20/2025	14 May 2026 at 12H00pm
14 of 2026	Review of Makhado spatial development framework with Maps and development of precinct plan for Louis Trichardt town	80/20 preferential points.	Certified copy of professional Registration certificate with SACPLAN	Director Development and planning : Mr A Mabunda or Mr T Musandiwa at 0155193000	Ref: 8/3/2/2150 Notice no: 21/2026	14 May 2026 at 12H00pm
15 of 2026	Request for proposal : Leasing of Munnik car park and develop the area for business purpose for period of Ten (10) years	80/20 preferential points.	Certified copy of professional Registration certificate with SACPLAN	Director Development and planning : Mr A Mabunda or Mr T Musandiwa at 0155193000	Ref: 8/3/2/2151 Notice no: 22/2026	14 May 2026 at 12H00pm
16 of 2026	Request for proposal : Leasing of Munnik car park and develop the area for business purpose for period of Ten (10) years	80/20 preferential points.	Attach three year audited financial statement (only for those who are required by law)	Director Development and planning : Mr A Mabunda or Mr TI Lipharama at 0155193000	Ref: 8/3/2/2152 Notice no: 23/2026	25 May 2026 at 12H00pm

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per 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 not be evaluated, and 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 older and 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

**MR KM NEMANAME
MUNICIPAL MANAGER**
Civic Centre
83 Krogh Street
MAKHADO



CALL FOR APPLICATIONS:

The National Department of Transport hereby invite suitably qualified prospective employees to apply for the following vacant posts:

DIRECTOR-GENERAL

(5 YEARS FIXED TERM CONTRACT)

SALARY: R2 352 642 per annum (Level 16) all-inclusive package of which 30% may be structured according to the individual needs plus 10% non-pensionable HoD Allowance.

REF NO: DOT/HRM/2026/01 • CENTRE: Pretoria

Requirements: • A qualification at NQF (Level 8) as recognised by SAQA in Civil Engineering/Transport Economics/Transport and Logistics Management/Transport Management/Maritime Studies/Mechanical Engineering/Law/Public Management/Administration/Policy Studies with at least 10 years' relevant experience at a senior management level in the transport sector • Certificate of successful completion of the National School of Government Senior Management Services Pre-Entry Programme.

Skills: • Communication • Financial Management • Strategic Capability & Leadership • People Management & Empowerment (PME) • Project Programme Management • Client Orientation and Customer focus • Change Management.

Duties: • Coordinate and render effective, efficient strategic support and administrative services to the Minister and Department • Oversee the integration of cross model transport planning and facilitate the development and transformation of the transport industry • Oversee the facilitation and coordination of the development and implementation of a safe, reliable and efficient integrated rail network • Provide leadership in the development and implementation of safe, reliable and integrated road infrastructure and passenger transport systems • Provide leadership in coordinating the development and implementation of safe, economically viable integrated and reliable air transport and infrastructure • Provide leadership in coordinating the development and implementation of safe, economically viable integrated and reliable maritime transport and infrastructure • Provide leadership in coordinating safe, reliable effective, efficient integrated and environmentally friendly public transport systems.

Enquiries: Adv Adam Masombuka, tel. (012) 309 3888

DEPUTY DIRECTOR-GENERAL: CIVIL AVIATION

Branch: Civil Aviation

SALARY: R1 813 182 per annum (Level 15) of which 30% may be structured according to the individual needs.

REF NO: DOT/HRM/2026/03 • CENTRE: Pretoria

Requirements: • A qualification at NQF (Level 8) as recognised by SAQA in Transport and Logistics Management/Transport Management/Transport Economics/Civil Engineering/Law/Aeronautical Engineering/Business Management/Public Management/Administration/Policy Studies with 8 years' experience at a senior management level in the aviation sector.

Knowledge: • A knowledge and understanding of the global and regional aviation landscape • A thorough knowledge and understanding of the South African Civil Aviation including its regulations, standards, challenges, opportunities and best practices • Thorough understanding of the role of aviation in the national economy • Thorough understanding of international civil aviation systems and the role of international Civil Aviation Organisation (ICAO) • An understanding of regional initiatives as embodied by African Union (AU) and the new partnership for Africa's Development (NEPAD), African Civil Aviation Commission (AFCAC), SADC, Civil Aviation Committee, SADC Aviation Safety Organisation).

Skills and Competencies: • Negotiation and problem skills • Proven leadership and management skills • Communication • Financial Management • People Management & Empowerment (PME) • Project Programme Management • Client Orientation and Customer focus • Change Management.

Duties: • Manage the development of internationally competitive regulatory framework for civil aviation • Ensure the provision of aviation economic analysis, regulation and strategies for industry development • Ensure effective monitoring and evaluation of the impact of aviation safety, security and environmental regulatory framework • Represent South Africa at the International Civil Aviation Organisation (ICAO) Council • Participate in project teams to achieve a multi-disciplinary approach to meet set objectives of the Department • Manage the resources of the Branch.

Enquiries: Adv Adam Masombuka, tel. (012) 309 3888

DIRECTOR: SECTOR HUMAN RESOURCE DEVELOPMENT

BRANCH: CORPORATE SERVICES

SALARY: All-inclusive salary package of R1 266 714 per annum of which 30% can be structured according to individual's needs.

REF NO: DOT/HRM/2026/19 • CENTRE: Pretoria

Requirements: • A qualification at NQF 7 qualification as recognised by SAQA in Human Resource Development/Human Resource Management/Management of Training/Industrial Psychology with a minimum of 5 year's working experience at a middle/senior management level within the Human Resource Development environment.

Duties: • Manage the implementation of all capacity development matters between the Department and its stakeholders • Manage the planning and implementation of strategies to address skills in high demand within the transport sector • Manage the stakeholder relations between the Department of Transport, Sector Education and Training Authorities (SETAs) and other relevant structures that have impact on the sector skills development • Manage the implementation of technical corporations as they relate to capacity development between DoT and other countries • Manage the resources of the Directorate.

Enquiries: Ms P Gcina, tel. (012) 309 3591

CLOSING DATE FOR THE ABOVE 3 POSITIONS IS: 15 MAY 2026

DIRECTOR: AIR TRANSPORT

BRANCH: CIVIL AVIATION

SALARY: All-inclusive salary package of R1 266 714 per annum of which 30% can be structured according to individual's needs.

REF NO: DOT/HRM/2026/21 • CENTRE: Pretoria

Requirements: • A qualification at NQF 7 qualification as recognised by SAQA in Transport and Logistics Management/Transport Management/Transport Economics/Public Administration with minimum of 5 year's working experience at a middle/senior managerial level in the aviation sector.

Knowledge and skills: • **Communication:** verbal and written, computer literacy and governance related information • Financial Management, Strategic Capability and Leadership • People Management and Empowerment, Project/Programme Management.

Duties: • Maintain and enhance South Africa's position on bilateral air transport • Manage all aspects relating to licensing and permits, safety and security • Participate in project teams to achieve a multi-disciplinary approach to meet set objectives of the Department and South Africa • Manage the resources of the Directorate.

Enquiries: Ms Elizabeth Mpye, tel. (012) 309 3446

DIRECTOR: ROAD ASSET AND QUALITY MANAGEMENT

BRANCH: ROAD TRANSPORT

SALARY: All-inclusive salary package of R1 266 714 per annum of which 30% can be structured according to individual's needs.

REF NO: DOT/HRM/2026/23 • CENTRE: Pretoria

Requirements: • A qualification at NQF 7 qualification as recognised by SAQA in Civil Engineering with a minimum working experience of 5 years at a middle/senior managerial level within the road infrastructure development field.

Knowledge and skills: • **Communication:** verbal and written, computer literacy and governance related information • Financial Management, Strategic Capability and Leadership • People Management and Empowerment, Project/Programme Management.

Duties: • Develop road asset management performance indicators • Manage and coordinate road infrastructure safety audits and quality assurance • Coordinate disaster management programmes • Manage the resources of the Directorate.

Enquiries: Mr L Malapane, tel. (012) 309 3543

CLOSING DATE FOR THE ABOVE 2 POSITIONS IS: 29 MAY 2026



The information related to each post (full details) can be found on the Department website: www.transport.gov.za and www.dpsa.gov.za



TERMS OF REFERENCE FOR THE REVIEW OF MAKHADO SPATIAL DEVELOPMENT FRAMEWORK

Section 12 of the Spatial Planning and Land Use Management Act, 16 of 2013 (hereinafter referred to as SPLUMA), requires all spheres of government (National, Provincial and Local) to develop Spatial Development Frameworks (SDFs). Section 20 of SPLUMA read together with Section 26 of the Municipal Systems Act (32 of 2000) (MSA) requires that the Municipal Council after consultation with relevant stakeholders to *compile and adopt the Spatial Development Frameworks (SDF) as a core component of their Integrated Development Plans (IDP)*. This Terms of Reference will guide the review process of Makhado local municipality SDF. Makhado municipality intends to appoint a service provider to carry out the review process of the SDF.

1. BACKGROUND

The SDF as a graphic manifestation of the municipality's IDP must, *inter alia*, include the provision of basic guidelines for a land use management system for the municipality. The SDF is therefore a spatial representation of the municipality's vision and is to be used to guide the location of development as envisaged in the IDP. Objectives of the SDF include:

- A plan that seeks to guide overall spatial distribution of current and future desirable land uses within a municipality, in order to give physical effect to the vision, goals and objectives of the municipal IDP.
- A spatial representation of the creation of integrated and habitable urban and rural areas and provides general direction to guide decision-making and action over a multi-year period.
- An appropriate land-use management system by informing development decisions and creating a framework for investment confidence that facilitates both public and private spending.
- Strategic and 'indicative' in nature and is prepared at a broad scale. While the SDF is indicative of where it wants to enforce certain types of land uses, it is not prescriptive with regard to the way each and every piece of land is used.
- A legally binding component of the IDP. Therefore, the SDF needs to be specific and precise in cases where it wants to enforce or to prevent certain types of land use. It does not operate in isolation from other planning initiatives initiated by the municipality.
- 'Indicative' of the broad uses of land and the directions of future development. It reflects land uses such as major transport routes, future transport links, environmentally important areas and key potentials and constraints. A Planning Scheme or Land Use Management Scheme (LUMS) will then be

used to flesh out the broad detail shown in such a framework.

- ✓ On a spatial level (i.e. in the form of maps or plans), the SDF should reflect the following information (where applicable)

Status quo information.	<ul style="list-style-type: none"> - Current land use, current transport routes, location of resources such as high potential soil and water sources, indicate rainfall distribution, natural vegetation, geology, physical and social infrastructure, etc. - A depiction of problems, issues, identified goals and objectives, and policies and strategies with spatial implications.
Development constraints/opportunities	<ul style="list-style-type: none"> - Priority areas for conservation, spatial components of ecological processes whose functioning needs to be maintained (e.g. river corridors), high potential agricultural land, geology, physical and social infrastructure, etc.
Desired spatial growth patterns	<ul style="list-style-type: none"> - Maps of desired directions of land-use change, SPC's, nodes, corridors, transport routes, areas where infrastructural investment is required, etc. Also maps indicating (where applicable), proposed areas of noxious activities, social services, cemeteries, waste disposal sites, etc. - A spatial depiction of the findings of a Strategic Environmental Assessment (SEA).
Location of IDP strategies/projects	<ul style="list-style-type: none"> - A map indicating where specific IDP projects, which require land, should be located.

2. THE OBJECTIVES OF THE PROJECT

The main objective of the project is to review and amend Makhado municipality SDF to address spatial, environmental and economic issues confronting the municipality. An SDF that will facilitate implementation of the IDP and all government intentions to fight poverty and facilitate rural development is required. A service provider is therefore required to compile an SDF which complies with the MSA and the Municipal Planning and Performance Management Regulations, (2001), read together with the Spatial Planning and Land Use Management act 16 of, (2013) for a period of twelve (12) months. The required SDF must therefore:

- give effect to the principles contained in chapter 2 of the Spatial Planning and Land use Management act (16 of 2013)
- set out objectives that reflect desired- spatial form of the rural municipality.

- contain strategies, policies and plans which must:
 - (i) Indicate desired patterns of land use within the municipality.
 - (ii) Address the spatial reconstruction of the location and nature of development within the municipality; and
 - (iii) Provide strategic guidance in respect of the location and nature of development within the municipality.
- set out basic guidelines for land use management system in the municipality;
- set out a capital investment framework for the municipality's development programs;
- contain a strategic assessment of the environmental impact of the SDF;
- identify programs and projects for the development of land within the municipality;
- be aligned with the SDFs reflected in the integrated development plans of neighbouring municipalities; and
- provide a visual representation of the desired spatial form of the municipality, which representation:
 - (i) must indicate where public and private land development and infrastructure investment should take place;
 - (ii) must indicate desired or undesired utilisation of space in a particular area;
 - (iii) may delineate the urban edge;
 - (iv) must identify areas where strategic intervention is required; and
 - (v) must indicate areas where priority spending is required.

3. CRITICAL MILESTONES AND DELIVERABLES

The following milestones are necessary phases of the project to ensure a credible and comprehensive SDF as required by the above policy and regulation:

- **Phase 1:** Spatial Interpretation of the IDP of the Municipality
- **Phase 2:** Spatial Analysis of the Current Reality
- **Phase 3:** Desired/Conceptual Spatial Goal and Development Pattern
- **Phase 4:** Implementation Strategies and Programmes

It is expected that each milestone should cover several deliverables. Following below is a list of deliverables for each of the four milestones.

✓ **Phase 1: Spatial Interpretation of the IDP of the municipality**

Due to the fact that an SDF is a spatial representation of the IDP, understanding, but most importantly interpreting the IDP spatially is seen as the **first phase** of the process. This phase should, *inter-alia* have the following deliverables:

- Highlight the vision and mission of the IDP and its spatial implication
- Confirm the interrelationship of the municipality's vision and that of the district from a spatial manifestation point of view
- Identify main relevant principles and strategies as contained in the IDP and how they translate spatially
- Delineate the municipal boundary, settlements, farms and wards
- Map the area where the main pressing needs and the proposed multi-sector project(s) are located.

✓ **Phase 2: Spatial Analysis of the current reality**

This section should check whether the “environment” is spatially conducive, able or geared for the delivery of the IDP and the relevant sector plans. It should not repeat the status-quo information as contained in the IDP. This phase must contain a **spatial analysis with maps**, together with, *inter-alia* the following deliverables:

- Municipal-wide rural spatial issues (in relation to the needs identified) and projects (including their locality);
- The municipal investment and spending patterns. Is the municipality spending patterns in the interest of the DFA, or is its spending biased towards the urban areas, or is the focus on the needy rural settlements or towns; as an example?
- Is there a Comprehensive Rural Development Programme Initiative in the municipality; and how do the proposals relate spatially and economically to the adjacent settlements and towns?
- Existing policies, plans, resolutions and by-laws in the municipality pertaining to spatial planning. Are they supportive to what the municipality wants to achieve; are they supportive of rural development; or whether they need to be revised, etc?
- Highlight spatial implication of applicable provincial and national plans, legislation, policies, strategies and directives;
- Settlement spatial patterns and dysfunctionalities. Is there any sign of sprawl, integration or any other effects of apartheid Is the environment and its activities functioning efficiently as a system. Can the provision of the IDP be implemented, etc?
- Identification and analysis of existing nodal point's nodes. Are they viable and sustainable for promoting economic growth? Should their development be enhanced, etc?

- Identification and analysis of potential nodes, its viability and sustainability thereof.
- Identification and analysis of strategic located vacant land and development potential land. Avoid analyzing every piece of land in the municipality.
- Highlighting major structuring elements, urbanization trends and their spatial implication in the rural municipalities.
- Strategic roads and transportation networks (district, provincial and municipal roads). Are they systematically functional and supportive of each other? Is there a need for new roads and why or whether which roads need to be upgraded and for what reason. Where are the roads leading to, and which ones will boost the economic growth of the municipality, etc
- Location and trends of basic services and infrastructure. Where does the municipality want the services and infrastructure to be placed? Is it congruent to where the relevant sectors want to implement their projects? If not, what kind of engagements are necessary?
- Where are low income houses located? Is it a viable location from an economic and accessibility point of view? Are there supporting infrastructure?
- Environmental degradation, conservation and sensitive areas and the impact which specific development may have on the environment. Which areas whereby no development should be allowed at all. Which areas where some kind of development through strict management should be allowed.
- Which are the agricultural potential land and land currently affected by land claims? Does the respective municipality need the land for certain purposes?
- Which are suitable areas for land reform purposes
- Spatial relationship between urban and rural areas. Does it exist? If not what prevents a harmonious interrelationship of the two. Is it infrastructure, poverty, markets, economic activities or cultural?
- Analyse trends and alignment of adjacent municipalities with those of the site
- What are the main spatial provisions of the District and Provincial SDFs or the Growth and Development Strategy
- The relationship between the spatial issues and the vision of the municipality. Is there a correlation or disjuncture?
- Determining the way forward in terms of how the municipality should be shaped from a spatial point of view

✓ **Phase 3: Desired/Conceptual Spatial Goal and Development pattern**

This phase is the start of the envisioning process. It is about how the spatial form of the municipality should be shaped. It takes into account the outcomes of the two phases mentioned above, and try to create a link. The section should, *inter-alia* cover and/or maps the following:

- Relevant objectives and principles that will translate the space or the environment into the desired spatial form
- Development of the macro-conceptual framework to spatially map the desired spatial form. Now the municipality should be portrayed as to how it will function sustainably as a system.
- Development of micro spatial plan of the focus/growth/nodal points in the municipality.
- Facilitate horizontal and vertical alignment of the conceptual diagram with other relevant plans such as PGDS, NSDP, District SDF and District IDP, etc.
- Point out priority settlements for the implementation of the CRDP
- Point out rural towns needing revitalisation.
- Strategic located land for agri-villages and agro-industries
- Land to be acquired or reserved for land reform activities. Land for proactive acquisition.
- Strategic areas requiring surveying
- Point out strategic areas for Thusong Service Centres (also known as Multi-Purpose Community Centres (MPCC's)).
- Recommend and point out strategic development areas and priority areas for investment. Avoid generalisation or vague statements. Illustrations or maps are recommended with clear symbology, legible text.
- Recommend viable land for housing and other economic development and supporting infrastructure
- Point out viable and functional nodal points, and identify potential nodes and how they should be developed. What are the nodes without development potential? Name or identify the nodes, avoiding lengthy sentences of defining what a node is.
- Identify the functional development corridor and how they should be developed to support the nodes
- Determine the development edge and direction for growth for any of the different areas at micro framework level and for the municipality as a whole at macro level.
- Delineate functional and integrating municipal/district roads and public passenger transportation network. Make proposals for upgrading of or new roads where necessary.
- Delineate proposed major bulk infrastructure for the whole municipality. Where appropriate recommend for new bulk infrastructure and the relevant services

- Point out and delineate environmental conservation and sensitive areas, major sporting nodes as well as areas with tourism potential
- Point out and delineate areas with high agricultural potential and areas affected by claims which municipality needs the most for developmental purposes
- Point out areas needing urgent policy intervention

✓ **Phase 4: Implementation strategies and programmes**

This is the most important phase of the SDF to realise all the ideas as conceptualised in the previous phases. For the implementation to succeed it is necessary to ensure the following from the start of the process:

- There is a shared strategic vision for the spatial structure of the municipality as a whole from councillors, all the municipal department's officials, the district in which the municipality is located and the sector departments;
 - Ensure that the development of the plan is consultative from the beginning until to the end of the process;
 - There are strategies and processes in place to involve the relevant decision-makers and stakeholders.
- Once that has been ensured, the following deliverables should form part of the SDF:
- Avoid recommendations stating that a further studies needs to be conducted. Come out with new ideas;
 - Include or formulate relevant strategies and policies to implement the framework and determine the points of intervention by the municipality;
 - Consider or reconfigure the relevant sector plans to facilitate the implementation of the SDF. Sector plans must always be aligned to advance the interests of the SDF and the IDP;
 - Recommend for the revision of existing policies or strategies where necessary;
 - Land ownership with updated cadastral information that could be utilised by the municipality as part of a land audit;
 - Include or design relevant transportation, infrastructure and land use integration policy and plans;
 - Include a land use management system guidelines or recommend for the formulation of land use schemes;
 - Propose tools to facilitate urbanisation or migration onto the strategic development areas;
 - Recommend strategies to facilitate the linkage between rural and urban areas;
 - Proposals and strategies on how the municipality should be functionally integrated;
 - Proposals on how to ensure the sustainability of land with high agricultural production potential;

An Implementation Plan that includes:

- Capital Expenditure Framework for the municipality's development programmes and budget process
- Prioritized list of developmental interventions and spatial location
- Cost and budget estimates
- Timing and phasing of development
- Sources of finance
- Implementation agent and their roles and responsibilities
- Recommendations for the revision of existing policies or strategies, where necessary
- Proposals on how the SDF can be used for the implementation of projects by Sector Departments
- Institutional capacity recommendations
 - Proposals for handing over the project and the infrastructure needed to capture the project, manipulate data, overlay various layers of information;
 - Develop monitoring and evaluation tools to ensure that the SDF is implemented accordingly;
 - Proposals on how the SDF should be marketed to attract investment and implementation of projects by sector departments.

4. SOLUTION PARAMETERS / INFORMATION GATHERING

The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within the local and provincial spheres of government to obtain relevant information that is required for the project. Existing information on SDFs which are available within the Directorate: SDFs and DRDLR generally will be made available to the successful service provider. ***However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.***

- In order to deliver on the following deliverables, the SDF should be in the form of text, maps, graphics and photographs. A tabular format shall be used for the purpose of summarising the information collected.
- It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the conceptual framework section of the SDF. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

- Submissions should be in the form of both hard and electronic versions of the SDF. All spatial information collected should be submitted in GIS capable file format (preferably shapefiles) for use in a GIS. The shapefiles must have clear attribute information that differentiates each SDF construct and its purpose, for example a service node shapefile should have an attribute called “description” with the value “service node”.
- The municipality will comment and send it to the service provider for amendment purposes.

5. CAPACITY BUILDING AND SKILLS TRANSFER

The municipality considers skills development as an integral part of the outsourcing process. The process should ensure that *skills development* and transfer is achieved within the municipalities and DRDLR. Proposals should indicate how skills development and transfer would be achieved in the municipality.

6. EXPECTED DELIVERABLES / END PRODUCTS

- ✓ SDF textual document including all maps, tables and figures in both hardcopy (printed) and softcopy (electronic as PDF or MS word document);
- ✓ All maps contained in SDF textual document as electronic image files (eg. JPEG, windows Bitmap, GIF, etc.);
- ✓ All spatial information used to generate the SDF maps in shapefile format together with correct and descriptive attribute information as to what each SDF construct represents.
- ✓ An indication of human resource capacity. This will comprise of a list of TRP and GIS professionals, with their full contact details, as well as the Provincial and Local Government officials who had a role in providing information (spatial or otherwise) for inclusion in the SDF to be developed; accompanied by a short CV to capture their qualifications and experience with regard to spatial planning.

7. MANDATORY REQUIREMENTS FOR SERVICE PROVIDERS

(i) Mandatory requirements

The project Team Leader must registered with the South African Council for Planners (SACPLAN) as a Professional Planner and a Registered Project Management Professional (PMP);

(ii) Among the skills and abilities required to execute the project are as follows:

- Town and regional / development planning;
- Understanding and experience in IDP, SDF and land use management systems;

- Thorough understanding of the IDP and strategic planning process;
 - Proven SDF compilation experience;
 - Proven research and compilation experience relating to spatial planning, land use management, strategic planning processes, and urbandesign;
 - Innovative approach and proven experience in practical development of applications for efficient workflow processes.
 - Understanding of the interrelationship amongst the following: social, economic, land use, transport and environmental issues;
 - Geography and hands on GIS;
 - Project Management;
 - Facilitation;
 - Research, analytical, writing and communication skills;
 - Ability to think strategically; and
 - Future planning.
- (iii) 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
- (iv) **directly** be involved in the project must be included.
- (v) All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. Due to the urgency of the project, time is of essence to this process and all work shall be submitted **as and when due**. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

8. PROJECT DURATION AND COST

The project is for a period of 12 (twelve) months should be completed by the end of **June 2027**. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 9.1 and 9.2.

TABLE 9.1: PROJECT COST AND TIME FRAME

TOTAL PROJECT COST

Milestone	% Payable	Amount Payable inclusive Vat
• Spatial Interpretation of the IDP	10%	
• Spatial Analysis	30%	
• Desired/Conceptual Spatial Goal and Development Pattern	30%	
• Implementation Strategies and Programmes	15%	
RETENTION	15%	
Total	100%	

TABLE 9.2. PAYMENT ARRANGEMENTS AND SCHEDULE

Milestone	% Payment	Amount	SUBMISSION/ OUTPUT	AMOUNT PAYABLE
• Spatial Interpretation of the IDP	10%		DRAFT REPORT	10%
			FINAL REPORT	
• Spatial Analysis of the Current Reality	30%		DRAFT	30%
			FINAL	
• Presentation of the Desired/Conceptual Spatial Goal and Development Pattern	30%		DRAFT	30%
			FINAL	
• Implementation Strategies and Programmes	15%		DRAFT	15%
			FINAL	
Retention	15%		APPROVED SDF	15%
Total	100%			100%

15% retention will be paid upon approval of the SDF as part of the IDP by the municipal Council.

9. MANAGEMENT STRUCTURE

Makhado Local Municipality is the contracting authority of this project and will assume the overall responsibility for the implementation of the project. During the execution of the project, the service provider must:

- Submit project plan and provide regular progress reports to the office of the Municipal Manager;
- To attend meetings at intervals as determined by the project team or steering committee;
- Share progress in the form of a presentation according to the project schedule;

All information captured and/or used to generate the outputs of the project remains the property of the municipality and must be handed over in its totality when the project is closed. The municipality will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract.

The project will be signed off by the office of the Municipal Manager upon:

- Submission of all final outcomes, documentation and reports
- Formal presentation has been made to the Municipality including Municipal Council
- Satisfaction of the Municipal manager that all requirements have been met.

10. STAKEHOLDER ENGAGEMENT AND PUBLIC PARTICIPATION

- To provide a channel for all the interested and affected parties (I & APs) to provide inputs, communicate any issues or concerns as this project may necessitate. This process will also serve to keep I & APs up to date during the process;
- A broad and comprehensive public involvement and stakeholder participation process will be formulated;
- Public participation should inter alia include consultation for initial input from stakeholders regarding principles, workshop on the draft and final documents;
- Interaction with the Development Planning Directorate, particularly the Spatial Planning and Land Use Management Division will provide valuable input with specific reference to the project objectives, shortfalls, alternative approaches and expected outcomes.
- Further participation will include internal and external stakeholder workshops aimed at capacitation and feedback.

- Additionally, notices will be placed on the municipal notice boards, libraries and the local press informing the public of Council's initiatives to research, compile and package a land use scheme for its entire area of jurisdiction in compliance with the requirements of the Spatial Planning and Land Use Management Act 16 of 2013 and any applicable legislation.

11. MONITORING AND EVALUATION TOOL

The service provider must develop a monitoring and evaluation tool to check the progress with regards to the implementation plan to the satisfaction of the Municipality.

12. PRICING SCHEDULE

The service provider must provide a cost breakdown based on the completion of each milestone to the satisfaction of the Municipality.

13. TERMS AND CONDITIONS OF THE BID

- Awarding of the bid will be subject to the Service Provider's express acceptance of the Makhado Supply Chain Management general contract conditions.
- The Makhado municipality and Service Provider will sign a Services Level Agreement upon appointment
- Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department of Rural Development and Land Reform.
- No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the municipality, except where duly authorized to do so in writing by the municipality
- Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in Makhado Municipality
- The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of Makhado Municipality

- The Makhado Local Municipality reserves the right to terminate the contract in the event that there is clear evidence of non-performance

14. FINANCIAL PENALTIES

- (i) Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
 - Timely notification of such delays.
 - Valid reasons for the delays.
 - Supporting evidence that the delays were outside of the influence of the service provider.
- (ii) Payments will be made only for work performed to the satisfaction of the Makhado Municipality
- (iii) Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- (iv) Original invoices to substantiate all costs must be provided. The invoices should include the municipality order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.
- (v) Official telephone and fax calls, including cell phone calls (an itemized billing will be required as proof of official or work-related calls).

15. REQUIRED INFORMATION ON HUMAN RESOURCES

The service provider is expected to provide information on available human resource capacity who will be **directly** involved in the project, including but not limited to: short CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office, fax and cell phone, and email), as well as the contact details of relevant Provincial and Local Government officials who will have a role in providing information (spatial or otherwise) for inclusion in the SDF to be developed.

16. RETENTION

13.1. The Makhado Municipality shall retain 15% of the total project cost in the case of late or non-delivery of the council approved SDF in Clause 13 of this document.

13.2. The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.

13.3. The service provider may apply to the Municipality for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s) to the sole satisfaction of the Department.

14. EXTRA WORK

14.1. Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Municipal Manager are due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

15. REPORTING AND ACCOUNTABILITY

15.1. During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.

15.2. All information captured and or used to generate the outputs of the project remains the property of the municipality and the and must be handed over in its totality when the project is closed. The municipality will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the contract. The information must be captured and provided in a digital format as agreed (in writing) between the service provider and the Municipality. This agreement must be reached and signed off together with the project plan before the project commences.

15.3. The project will be signed off by the Municipal Manager when:

- all the end products (refer to list) have been delivered,
- a formal presentation has been made to the Municipal Manager

- The Municipal Manager is satisfied that all requirements have been met.

Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract. It is expected that the consultant will regularly effect all recommended amendments before the plan or document is resubmitted to the municipality.

16. PROJECT DURATION

The project will commence on 1st July 2026 and last for twelve (12) months.

Table 17.1: Project Duration

STAGES	TIME FRAMES	SUBMISSION/ OUTPUT
Stage 1: Inception	1 week	report Final inception report
		Stakeholder Engagement Plan
Stage 2: Policy Context and Vision Directives	2 months	Draft Vision and legislative /policy framework
3: Spatial & Sectoral Challenges and Opportunities and Stakeholder Participation	3 months and 1 week	Spatial Options and Proposal Report; and Consultation report
Phase 4: Spatial Proposal	3 months	Draft SDF Report
Phase 5: Implementation Framework and Capital Investment Framework	1 month	Implementation framework Capital Investment Framework
Phase 6: Final Comprehensive Draft SDF	2 months	Final Comprehensive Draft SDF document
Phase 7: Workshop with Municipality and Close-Out	2 weeks	Workshop held and Close-Out report
Retention	After Council Approval	Proof of Council adoption

**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.....	Bid
number.....	
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (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. **Note that Pt must always be the original bid price and not an escalated price.**
- 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)

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

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):.....

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.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR 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)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified copy of smart ID)	N/A	05	N/A	

Disability (Attach Disability letter from a Doctor)	N/A	05	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. 14 of 2026. 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 **8/3/2/2150** 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)
			N/A	

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

SIGNED AT **MAKHADO** ON

NAME (PRINT) **MR KENT MBAVHALELO NEMANAME**

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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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:

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

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

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

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

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

THE NATIONAL TREASURY

Republic of South Africa



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.

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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

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.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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