



# SOL PLAATJE MUNICIPALITY

## BID DOCUMENT

**LATE SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

Original bid documents must be submitted in a sealed envelope marked  
" ENVELOPE 1 ORIGINAL "

A duplicate of the Original Bid document must be submitted in a sealed separate envelope marked  
'ENVELOPE 2 DUPLICATE'

If bids are submitted in one envelope containing one original and one duplicate it must be clearly stated.  
The duplicate must be a true reflection of the original Bid Document and supporting documents must be certified.

I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>CONTRACT NUMBER:</b>	<b>DEV/UP01/2025</b>
<b>DESCRIPTION:</b>	<b>PANEL OF PROFESSIONAL CONSULTANT COMPANIES IN THE BUILT ENVIRONMENT AND ECONOMIC DEVELOPMENT WITHIN THE VICINITY OF THE SOL PLAATJE LOCAL MUNICIPALITY, NORTHERN CAPE, FOR A PERIOD OF 36 MONTHS</b>
<b>THE OFFER CONTAINS</b>	MBD1, MBD 2, MBD3.1, MBD3.2, MBD 3.3 (if applicable), MBD 4, listing criteria, MBD6, MBD 6.1, MBD 6.2 (if applicable) MBD8, MBD 9 and General Conditions of Contract
<b>ALL PAGES MUST BE SIGNED AND WITNESSED BY TWO WITNESSES, WHERE REQUIRED.</b>	
<b>NAME OF BIDDER</b>	
<b>PHYSICAL TRADING OFFICE ADDRESS</b>	
<b>CSD NUMBER:</b>	<b>MAAA</b>
<b>BID PERIOD: For the period commencing</b>	
PREPARED FOR: <b>V. Mpekula</b> SOL PLAATJE MUNICIPALITY PRIVATE BAG X5030 KIMBERLEY 8300	PREPARED BY: B. Nkoe
<b>CLOSING DATE: 05 September 2025</b>	<b>TIME: 10H00</b>

# BIDDER CHECKLIST

**CONTRACT NUMBER: DEV/UP01/2025 - PANEL OF PROFESSIONAL CONSULTANT COMPANIES IN THE BUILT ENVIRONMENT AND ECONOMIC DEVELOPMENT WITHIN THE VICINITY OF THE SOL PLAATJE LOCAL MUNICIPALITY, NORTHERN CAPE, FOR A PERIOD OF 36 MONTHS**

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. **(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. <b>No bid will be accepted from persons in the service of the state<sup>1</sup>.</b>	
9	Submit the Central Supplier database report (CSD).	
10	Submit valid certified BBBEE certificate (MBD 6.1) or Sworn affidavit	
11	Submit a current Municipal Account or Lease Agreement	
12	Submit Medical Certificate where specific goal for disability is applicable	
13	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
14	Declaration of bidder's past supply chain management practices (MBD 8)	
15	Certificate of Independent Bid Determination – (MBD9)	
16	Did you submit <b>one (1)</b> original and <b>one (1)</b> copy of the bid documents?	
17	Take note and understand the Special Conditions, where applicable?	
18	Did you complete and sign the Listing Criteria as included in the bid document?	
19	Did you <b>initial every page</b> of your original submission?	
20	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
21	Did you attend the compulsory briefing session where required?	
22	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

**N.B.: - THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES**

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CELL TELEPHONE NO: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AS WITNESSES: 1. \_\_\_\_\_ NAME PRINT \_\_\_\_\_

2. \_\_\_\_\_ NAME PRINT \_\_\_\_\_

DATE: \_\_\_\_\_

**SOL PLAATJE MUNICIPALITY  
INVITATION TO BID  
PART A  
INVITATION TO BID**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SERVICES INFRASTRUCTURE**

BID NUMBER:	DEV/UP01/2025	CLOSING DATE:	05/09/2025	CLOSING TIME:	10H00
DESCRIPTION	<p>PANEL OF PROFESSIONAL CONSULTANT COMPANIES IN THE BUILT ENVIRONMENT AND ECONOMIC DEVELOPMENT WITHIN THE VICINITY OF THE SOL PLAATJE LOCAL MUNICIPALITY, NORTHERN CAPE, FOR A PERIOD OF 36 MONTHS</p> <p>To render services on behalf of the Sol Plaatje Municipality, as may be required for <b>36 months</b> as indicated on this bid document, from the time of the award.</p> <p>The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry.</p> <p><b>One complete set of documents is available at <a href="http://www.etenders.gov.za">http://www.etenders.gov.za</a> or <a href="http://www.solplaatje.org.za">http://www.solplaatje.org.za</a> at no cost.</b></p> <p>One complete set of documents is available from SCU Contracts Section, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of <b>R500-00 (Five hundred rand)</b>, which is non-refundable.</p> <p>Payment must be made at the cashiers on a "NO 10 deposit slip" using the following <b>mSCOA vote no</b></p> <p><b>21 12 1 42 451 0 SG ZZZ ZZ WM</b></p>				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

SOL PLAATJE MUNICIPALITY				
SCM UNIT – MUNICIPAL STORES COMPLEX				
ABATTOIR ROAD, ASHBURNHAM				
KIMBERLEY				
8301				
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL TRADING ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No

**[B-BBEE CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) / MEDICAL CERTIFICATE/ MUNICIPAL ACCOUNT OR LEASE AGREEMENT / CSD MUST BE SUBMITTED IN ORDER QUALIFY FOR SPECIFIC GOALS POINTS]**

In line with the Preferential Procurement Regulation of 2022 and SPM Preferential Procurement Policy, the following Specific Goals is applicable:

<b>Women as a Specific Goal</b>		
<b>80/20 equal to or below R50 million</b>		
<b>90/10 above R50 million</b>		
<b>Women</b>		
% Women	80/20	90/10
<51%	2	1
>51% <100%	4	3
100%	20	10
Total Points	<b>20</b>	<b>10</b>

Objective Criteria (Section 2(1)(f) of the PPPFA) - In terms of **section 2(1)(f)** of the Preferential Procurement Policy Framework Act, the Municipality reserves the right not to award the bid to the highest scoring bidder if objective criteria justify such a decision.

These criteria may include, but are not limited to:

- Proven poor performance on previous municipal contracts
- Failure to deliver on similar projects
- Unresolved disputes or litigation with the Municipality

Performance concerns confirmed by project managers or end-user departments

Companies or bidders bidding as **Joint venture must** include **the following:**

- Joint Venture Agreement** (must clearly stipulate the name of the lead partner)
- Tax compliance status pin for Joint Venture**
- VAT number for Joint Venture**
- CSD report for Joint Venture**
- Bank Account for Joint Venture**
- Separate Municipal accounts for both Companies/Valid lease agreement**
- MBD 4,8 & 9 must** be completed respectively by both parties and submitted as part of the bid document

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]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCE: SUPPLY CHAIN UNIT	DEPARTMENT	SEDP
CONTACT PERSON	Betty Nkoe	CONTACT PERSON	Vuyelwa Mpekula
TELEPHONE NUMBER	053 830 6172/6180	TELEPHONE NUMBER	053 830 6353
E-MAIL ADDRESS	<a href="mailto:bnkoe@solplaatje.org.za">bnkoe@solplaatje.org.za</a>	E-MAIL ADDRESS	<a href="mailto:VMpekula@solplaatje.org.za">VMpekula@solplaatje.org.za</a>

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

- (1) **NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO ARE NOT REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE [www.csd.gov.za](http://www.csd.gov.za)**  
(2) **THE LISTING CRITERIA MUST BE COMPLETED IN THE DOCUMENT**  
(3) **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

**1. BID SUBMISSION:**

- 1.1. Bids must be submitted within stipulated date and time to the correct address. **Late submission of bids will not be accepted.**
- 1.2 All bids must be completed and submitted on the official tender document provided and no correction tape or fluid may be used on the tender document. Bidders, who have purchased the bid documents from the Municipality, **MUST** include the proof of payment.
- 1.3 This bid is subject to the Preferential Procurement Regulations 2022, SPM Preferential Procurement Policy, SCM Policy General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**1.4 The following is APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**

**If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.**

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
  - For the past three years or
  - Since their establishment if established during the past three years
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

**Please attach all annexures on the pages as indicated on the bid document**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 **Bidders must ensure compliance their Tax obligations.**
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Bidders may also submit a printed TCS certificate together with the bid
- 2.5 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.6 Bidders are required to submit the current Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

**3. MUNICIPAL ACCOUNTS**

- Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid.
- If the entity or any of its directors/shareholders /partners/members, etc. rents/leases premises a copy of the rental/lease agreement must be submitted with this bid.
- In cases where bidders use a lease premise for conducting their business, a valid lease agreement signed by both parties, which clearly stipulated who is responsible for municipal services, rates and taxes must be attached to the bid document.
- If the lessee (Bidder) is responsible for municipal services, municipal account or tax invoice of the leased premises that is not in arrears must be submitted.

**NB:** It is the responsibility of bidders to visit the municipal website in order to obtain details of successful/ unsuccessful information within 120 days after closure of bid. The municipal website is [www.solplaatje.org.za](http://www.solplaatje.org.za)

<b>4. COMPULSORY CLARIFICATION MEETINGS/ CIBD GRADINGS (IF APPLICABLE)</b>	
4.1 LOCAL CONTENT: N/A	
4.2 A BRIEFING SESSION: N/A	
4.3 CIBD: N/A	
<b>5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
5.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	
<p><b>In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions: -</b></p> <ol style="list-style-type: none"> <li>Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.</li> <li>Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number</li> <li>Bidders that have not indicated: - <ol style="list-style-type: none"> <li>Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;</li> <li>If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or</li> <li>Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.</li> </ol> </li> <li>Any special conditions as contained in the bid documents.</li> </ol> <p><b>Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to Sub-divide the contract and accept any portion of any bid, or determine a multiple award.</b></p> <p>Bids will be evaluated in terms of the approved point system (80/20) 80 points for price and 20 for specific goals or (90/10) 90 points and 10 for specific goals. Tender validity period should be for 120 days.</p> <p><b><u>NO BIDS by FAX or by E-MAIL WILL BE ACCEPTED.</u></b></p> <p>Sealed bids must be clearly marked with the following bid number and description:</p> <p>CONTRACT NUMBER: <b>DEV/UP01/2025</b></p> <p>DESCRIPTION: <b>PANEL OF PROFESSIONAL CONSULTANT COMPANIES IN THE BUILT ENVIRONMENT AND ECONOMIC DEVELOPMENT WITHIN THE VICINITY OF THE SOL PLAATJE LOCAL MUNICIPALITY, NORTHERN CAPE, FOR A PERIOD OF 36 MONTHS</b></p> <p>DROP AT THE TENDER BOX (OPPOSITE SECURITY)</p> <p>ADDRESSED TO: THE MUNICIPAL MANAGER</p> <p>MUNICIPAL STORES COMPLEX</p> <p>ABATTOIR ROAD</p> <p>ASHBURNHAM</p> <p>KIMBERLEY</p> <p><b>Closing date: <u>05 September 2025</u> Time: <u>10H00</u></b></p>	

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.

ANY TENDER WILL NOT NECESSARILY BE ACCEPTED AND THE COUNCIL RESERVES THE RIGHT TO ACCEPT THE WHOLE, OR ANY PART OF THE QUOTE.

Bids will be opened in public in the SCM OFFICES, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after closing time and date.

INVITATION FROM: MUNICIPAL MANAGER  
CIVIC OFFICES, SOL PLAATJE DRIVE  
PRIVATE BAG X5030  
KIMBERLEY, 8300

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

## Certificate of Attendance of Clarification Meeting on Site (If applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

***If attendance register has been signed at the clarification meeting:***

Name of person appearing on attendance register: \_\_\_\_\_

Representative organization name on attendance register: \_\_\_\_\_

***If the attendance register has not been signed at the clarification meeting.***

This is to certify that I, \_\_\_\_\_

representative of (Tenderer) \_\_\_\_\_

of (address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

telephone number \_\_\_\_\_

e-mail \_\_\_\_\_

attended the bid clarification meeting (date) \_\_\_\_\_

in the company of (Employer's Line Manager / Engineer's representative) \_\_\_\_\_

EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE: \_\_\_\_\_



**MBD 1**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FACSIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

HAS A VALID TAX COMPLIANCE STATUS PIN CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES	NO
-----	----

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) ARE YOU THE ACCREDITED REPRESENTATIVE?**

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?  
(IF YES ENCLOSE PROOF)

YES	NO
-----	----

SIGNATURE OF BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED \_\_\_\_\_

TOTAL NUMBER OF ITEMS OFFERED \_\_\_\_\_



ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)

SOL PLAAATJE MUNICIPALITY



ATTACH VALID TAX COMPLIANCE STATUS PIN CERTIFICATE HERE

SOL PLAAATJE MUNICIPALITY



ATTACH MUNICIPALITY ACCOUNT 90 DAYS AND OR VALID LEASE AGREEMENT HERE

SOL PLATJE MUNICIPALITY



SOL PLAATJE MUNICIPALITY, KIMBERLEY													
**MANDATORY** LISTING CRITERIA													
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD): _____													
1	Company name												
2	<table border="1"> <tr> <td>Contact details</td> <td>Telephone Number: _____</td> <td>Fax Number: _____</td> <td>Cell phone number: _____</td> </tr> <tr> <td>Email address</td> <td colspan="3">_____</td> </tr> <tr> <td>Contact person:</td> <td colspan="3">_____</td> </tr> </table>	Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____	Email address	_____			Contact person:	_____		
Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____										
Email address	_____												
Contact person:	_____												
3	Postal Address: _____												
4	<table border="1"> <tr> <td>VAT registered</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> <td>If registered, VAT Registration No: _____</td> </tr> </table>	VAT registered	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If registered, VAT Registration No: _____								
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5	<table border="1"> <tr> <td>Settlement discount allowed</td> <td>_____ %</td> <td>For payment within _____ days</td> </tr> </table>	Settlement discount allowed	_____ %	For payment within _____ days									
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6	<table border="1"> <tr> <td>Bank account details</td> <td>Account No.: _____</td> <td>Branch No.: _____</td> </tr> <tr> <td>Bank Name</td> <td colspan="2">_____</td> </tr> <tr> <td>Branch Name</td> <td colspan="2">_____</td> </tr> <tr> <td>Bank account type</td> <td colspan="2">_____</td> </tr> </table>	Bank account details	Account No.: _____	Branch No.: _____	Bank Name	_____		Branch Name	_____		Bank account type	_____	
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7	<table border="1"> <tr> <td>Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, <b>must be</b> attached to this document **</td> <td>_____</td> </tr> </table>	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, <b>must be</b> attached to this document **	_____										
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8	<table border="1"> <tr> <td>Located in Sol Plaatje Municipal Area</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> </table>	Located in Sol Plaatje Municipal Area	Yes <input type="checkbox"/>	No <input type="checkbox"/>									
Located in Sol Plaatje Municipal Area	Yes <input type="checkbox"/>	No <input type="checkbox"/>											
9	<table border="1"> <tr> <td>% owned by black male: _____ %</td> <td>% owned by black female: _____ %</td> </tr> <tr> <td>% owned by black youth: _____ %</td> <td>% owned by white female: _____ %</td> </tr> <tr> <td>% owned by disabled persons: _____ %</td> <td></td> </tr> </table>	% owned by black male: _____ %	% owned by black female: _____ %	% owned by black youth: _____ %	% owned by white female: _____ %	% owned by disabled persons: _____ %							
% owned by black male: _____ %	% owned by black female: _____ %												
% owned by black youth: _____ %	% owned by white female: _____ %												
% owned by disabled persons: _____ %													
10	B-BBEE status level of contribution: _____												
11	<p>Indicate main sector. Please select one (1) only:</p> <p>Catering and Accommodation <input type="checkbox"/> Cleaning material <input type="checkbox"/> Commercial agents (Doctors, Lawyers, Audit firm, booking keeping, Pharmacy, Post,) <input type="checkbox"/> Communication and media, Construction- Building material and road works <input type="checkbox"/> Electrical services- gas/ Aircon, transformers, cables, poles <input type="checkbox"/> Funeral Parlour <input type="checkbox"/> Gardening services- Lawnmower <input type="checkbox"/> Florist <input type="checkbox"/> Information technology (IT services, system, telecommunication <input type="checkbox"/> Office equipment <input type="checkbox"/> Plant hire <input type="checkbox"/> PPE- mask, sanitizer, safety equipment <input type="checkbox"/> Repairs, motor parts and retail (accredited agency) <input type="checkbox"/> Stationery <input type="checkbox"/> Supplier of pumps, pipes, steel and maintenance or installation, and irrigation system <input type="checkbox"/> Training services e.g. workshops <input type="checkbox"/> Transportation (car rental, flight, and buses and driving school <input type="checkbox"/> Uniform <input type="checkbox"/> Security services <input type="checkbox"/></p>												
12	<table border="1"> <tr> <td>Amount full time employed staff: _____</td> <td>Annual Turnover: R _____</td> <td>Asset Value (Excluding fixed property) R _____</td> </tr> </table>	Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____									
Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____											
13	It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period												
	NAME (PRINT) _____ SIGNATURE: _____												
	CAPACITY: _____												
	WITNESS (NAME): _____ SIGNATURE: _____												
	DATE: _____												



ATTACH **CSD** REPORT REGISTRATION HERE

SOL PLAATJE MUNICIPALITY



MBD3.1

## **SOL PLAATJE LOCAL MUNICIPALITY**

**CONTRACT NUMBER: DEV/UP01/2025 - PANEL OF PROFESSIONAL CONSULTANT COMPANIES IN THE BUILT ENVIRONMENT AND ECONOMIC DEVELOPMENT WITHIN THE VICINITY OF THE SOL PLAATJE LOCAL MUNICIPALITY, NORTHERN CAPE, FOR A PERIOD OF 36 MONTHS**

### **SPECIFICATIONS**

#### **1. INTRODUCTION**

The purpose of the bid is to invite prospective bidders for the competitive bidding process for the panel of various Built Environment Professional Consulting Companies for Strategy, Economic development and Planning (SED&P) Projects mainly; **Planning and Surveying, Precinct Development, Local Economic Development, Economic Infrastructure and Land Preparation for disposal or / and leasing of land parcel and Agricultural related projects in the vicinity of the Sol Plaatje Local Municipality**, Northern Cape, for a Period of 36 months. Sol Plaatje Municipality consist of a population of  $\pm 250\,000$  people and have 60 000 households within its vicinity. Moreover, the entire municipality is characterized by highly urban areas set-up with minimal rural areas.

#### **2. BACKGROUND**

Kimberley is the capital city of South Africa's Northern Cape Province. It is known for its 19th-Century diamond mines and the Big Hole. The geographical location of Kimberley extent is 3145km<sup>2</sup>. Moreover, this makes Sol Plaatje Municipality the urban centre of the province, as the population density of the province is a mere 2.9 people per km<sup>2</sup>.

In terms of economy, the Sol Plaatje Municipality is driven by community and social services which is the largest employer in the province. Series of strategic documents guiding development indicate a significant shift and growth pattern towards the knowledge economic sector driven by the established of the Sol Plaatje University and further emphasises the need to diversify the economy through strengthening of the primary and secondary sectors (Industrial, Manufacturing, Agriculture etc.)

Considering the above, the task at hand is how to widen a narrow economic base that is highly reliant on government services for business opportunities, employment and economic growth and further accelerating investment within the city, simplified measures need to be implemented to increase ease of doing business and reduce red tape.

It is for this reason that expert's panel of Built Environment Consultant Companies are being invited to the municipality to assist in the diversification of the economy and to prepare land to curb the growing informal settlement as well as informal economy.

The successful prospective bidders will have to ensure that all the Strategic Planning and Development work carried out should meet the Spatial Planning and Land Use Management Act 16 of 2013 objectives amongst others being Spatial Transformation and Spatial Sustainability.

In addition, ensure alignment with the Integrated Development Plan (IDP) for Sol Plaatje Municipality of 2022-2027 (or reviewed IDP) to address matters of Local Economic Development, sustainable Human Settlement and Land viability targets.



### 3. SCOPE OF WORK

The Directorate: Strategy, Economic Development and Planning of Sol Plaatje Municipality currently requires the services of panel of Professional Consultant Companies in the Built Environment and Economic Development to assist with various strategic developmental projects to achieve the service delivery objectives as outlined in the IDP.

The scope of work for the required includes the following:

#### (a) **STRATEGIC PLANNING:**

To be compliant with Section 26 (e) of the Municipal Systems Act, 2000, the municipality needs to have strategic documentation that will guide the developmental growth and act as instrument which guides all decisions regarding planning, management and enforcement in the municipality.

Moreover, amongst other decision-making policies, the municipality must include the provision of basic guidelines for development and the following are the policies/ by-laws that need to be developed and/or reviewed thereof:

#### **3.1 Review Of the Sol Plaatje Spatial Development Framework**

The Spatial Planning and Land Use Management Act 2013 (SPLUMA) implies that municipalities should update their SDFs every five years, suggesting a need for a review and update of the Sol Plaatje Spatial Development Framework (SDF) to reflect the current context.

It can be acknowledged that much has advanced since the adoption of the current SDF 2022-2027, most significantly realising the investment impact of the Budget Facility for Infrastructure Funding (BFI) grant that aims to ensure adequate potable water supply to meet the demand of the current population and to provide security for future development, both social and economically.

The prioritisation and formulation of the strategic documentation that guides sustainable future development i.e. Growth and Development Strategy and Capital Expenditure Framework necessitate the SDF to align with the documents and spatially project areas of investment opportunities.

City transformation is, by necessity, a long-term process (indicated by a timescale of the Growth and Development Strategy 2040). As such, while changes have been incorporated into the GDS, CEF and various master plans, the broad urban challenges and responding principles remain unchanged in the current Spatial Development Framework. This SDF is intended to incorporate significant updates, including the Investment and Incentives strategy, Sol Plaatje University Expansion Plan, Renewable Energy Policy, Integrated Transport Plan, Flood line Studies and detailed Big Hole and Adventure Precinct Plans etc.

It also seeks to make the SDF clearer and more implementable while include other sectoral policies that have changed over the past five years. An important addition to the SDF will be the Sol Plaatje Capital Expenditure Framework (CEF) and the programmes outlined in the Growth and Development Strategy.



The Review of the Sol Plaatje Spatial Development Framework thus seeks to address five major issues in Sol Plaatje's spatial and social landscape:

- Increasing pressure on the natural environment and green infrastructure.
- Urban sprawl and fragmentation.
- Spatial inequalities and diversification of the economy through realisation of the primary and secondary sector (manufacturing, agriculture and tourism).
- Spatial targeting and identification of investment zones
- Comprehensive feasibility studies on spatial identification Zones

The alignment of programmes and projects will robustly addressing the spatial inequalities, existing socio-economic disparities as well as significantly reduce the pressure on the natural environment promote integrated planning.

### **3.2 Review Of the Sol Plaatje Residential Business By-Laws**

The phenomenal of mushrooming and unregulated Residential Business necessitated the review of its Residential Business By-law to be compliant with the Spatial Planning and Land Use Management Act 16 of 2013 as well as other legislative policies relating to business operation.

The revised By-law will assist the municipality to maximise its law enforcement pertaining to land use management and management of development within a municipality.

Furthermore, the milestone for the review of Residential Business By-law will entail the following:

- A comprehensive Residential Business By-law that will assist the municipality in controlling residential businesses within residential areas and / business and improving its rates base.
- Preparation of a Tuck Shop register through conducting of a survey of the entire Sol Plaatje Local Municipality.
- Data cleaning in terms of land use inventory.
- Provide detailed Residential Business By-laws with definitions, land use provisions and controls, conditions of approval and enforcement criteria focused within the jurisdiction of Sol Plaatje Local Municipality.
- Preparation and update of the Consent Use Register and alignment with the GIS and Rates department.

The overarching objective will be to have a comprehensive and dynamic Residential Business By-laws that will ensure orderly and harmonious operations of residential businesses without compromising the dominant land use as permitted by the Sol Plaatje Land Use Scheme 2022 that contribute towards a resilient City.

### **3.3 Development Of the Policy on the Knowledge Economy Within the Sol Plaatje Municipality.**

The decline of mining activities in Kimberley exacerbated the economy to look at different growth opportunities within the municipality; thereby driving the need for the adoption of a new identity for growth and development, yet capitalising on the strong tourism sector, innovations from the green economy and a first as far as technology and scientific developments are concerned.

In addition to this, the newly built Sol Plaatje University has introduced new development patterns along residential neighbourhoods, particularly those close to the Sol Plaatje University campus. This is visible through the transformation of households into student accommodation, research centres, business facilities which has also change in density in the areas.



The demand of student accommodation in proximity and management of such land use will require a guiding tool that is explicit in the management of student accommodation and detailing permissible axillary uses necessitate the development of a student accommodation policy.

### **3.4 Development of the Commonage/Small-Scale Farming by Law within the Sol Plaatje Municipality.**

The ultimate issues confronting the Commonage/Small scale farming within the Sol Plaatje Municipality such as infrastructure, basic services, overgrazing, harmful shrubs and lack of awareness campaign make it difficult to attain sustainable development of agricultural practices.

Commonage/Small-scale farming By Law will explore agricultural sector within the Sol Plaatje Municipality considered as a primary sector that contribute to the economy of the city and is the main source of food security.

Considering that availability of Land that is strategically located and zoned for agricultural purpose is gradually overweight by man-made land uses and demands. The development of the by-law will assist to prevent urban sprawl from encroaching on productive agricultural land further introduce mechanisms that will preserve the ecosystem, i.e. adhering to regulations set for protected plant and animal species.

The development of Commonage/Small-scale farming By Law will assist the municipality to generate revenue, also this will align with the municipality strategic documents namely IDP, SDF, Land Use By-Law and Land Use Scheme and Infrastructure provision and planning.

#### **(b) PLANNING AND SURVEYING OF VARIOUS ERVEN**

Sol Plaatje Local Municipality is equally affected by the urbanisation as a result of various factors i.e. being the Capital City of the Province and employment opportunities. The formalisation of various informal settlements as well as provision of middle-income erven will assist to curb urbanisation and also improvise security of tenure for community of Sol Plaatje Municipality.

Below are the identified areas for planning and surveying but the scope will be inclusive of all areas within the Sol Plaatje Local Municipality but not limited to the following:

#### **Low-Cost Housing and Farm areas**

<b>LOCALITY</b>	<b>NO OF ERVEN</b>	<b>STUDIES TO BE DONE</b>
Planning and Surveying of Harmony Park Informal Settlement – Roodepaan	± 250 ERVEN	Various (Project based)
Tlhageng Informal Settlement (Erf 12804 Galeshewe)	± 150 ERVEN	Various (Project based)
(Erf 543-546 Galeshewe), Erf 220 Galeshewe	± 150 ERVEN	Various (Project based)
Erf 38940 lerato Park	± 150 ERVEN	Various (Project based)
Planning and Surveying of farm area in Wildebeest Kuil	± 1500 ERVEN	Various (Project based)
Planning and Surveying of farm area in Roodepaan 70	± 200 ERVEN	Various (Project based)
Planning and Surveying of Erf 1318 Kimberley for mixed use and Tourism Witdam reactional facility	± 125 ERVEN	Various (Project based)
Erf 10828, 10830, 10831, 29801 and 10827 Galeshewe	± 250 ERVEN	Various (Project based)



Planning and Surveying Erf 220, 328, 462 and 463 Retswelele for Sport facility and mixed-use development	± 100 ERVEN	Various (Project based)
Erf 1852 and 2173 Ritchie- mixed use development	± 125 ERVEN	Various (Project based)
Cadastral rectification project in various areas (Greater No 2, Galeshewe, Ritchie and Riverton)	± 1000 ERVEN	Various (Project based)
<b>TOTAL</b>	<b>± 4000 ERVEN</b>	

The proposed planning and surveying projects are the housing projects identified in terms of the Integrated Development Plan (IDP) for Sol Plaatje Municipality of 2022-2027.

The minimum size of the free-standing Erven will vary between 250m<sup>2</sup> and 1000m<sup>2</sup> in extent. Furthermore, the minimum sizes for mixed use housing and other related socio-economic uses i.e. institutional & business use must be guided by CSIR Red Book for Human Settlement Planning and Design. There will be stakeholder engagement as and when required by the municipality to fast-track processing of building plans.

#### **(c) MULTI- YEAR PROJECT- CARTERS GLEN PRECINCT**

The Sol Plaatje Municipality has embarked on a process of advancing spatial transformation and human settlements: this is an effort to ensure housing delivery, promotion of inclusionary housing and the revitalisation of its under-utilised zones of economic stimulation and revitalisation.

The Carters Glen Precinct, located within a declared Priority Housing Development Human Settlement Areas (PHSHDA) by the National Department of Human Settlements, was considered as a multi-year project that which is accompanied by a supplementary market research study projecting completion of various phases by 2030. This is derived from the Housing Development Agency's spatial prioritisation mandate for integrated human settlements by:

- subsidised, rental and bonded housing
- providing municipal engineering services at a higher level and being applied consistently throughout the townships
- providing ancillary facilities such as schools clinics and commercial opportunities
- combining different housing densities and types, ranging from single-stand units to double storey units and row houses

The implementation of the recommendations as outlined in the Carters Glen Master Plan and Market studies will serve as the scope of work for the upcoming deliverables.

#### **(d) ECONOMIC INFRASTRUCTURE AND LAND PREPARATION FOR DISPOSAL OR/ AND LEASE OF LAND PARCELS WITHIN THE JURISDICTION OF SOL PLAATJE MUNICIPALITY.**

The Property Services Section is a sub-directorate within the Directorate Strategy, Economic Development and Planning and oversees the sale and leasing of the various properties of municipality and ensures that the council's property portfolio is managed and administered in an efficient manner. Over the recent years, the Property Services Section has been facing several bottlenecks in terms of land identified for disposal. However, due to most municipal owned land not being appropriately demarcated in terms of Town Planning prescripts, the Municipality is unable to alienate various land to prospective buyers which amongst others is also having an impact on the effectiveness to collecting and generating much needed revenue. Hence, the need exists to appoint a panel of built environment experts to enhance the land



release process. In a nutshell, the Property Services Section require the services of the bidder to address the areas mentioned below:

### **Backlog of Property Valuation Reports**

Firstly, there is a huge administrative backlog because of alienation and lease applications which cannot be processed to the SPELUM Committee and Council for decision-making due to outstanding Valuation Reports awaited. Currently, the Property Services Section relies on the Valuations Department to issue Valuation Reports for all alienation and lease applications received. However, in many instances, Valuation Reports take significant amount of time to reach our Section which also frustrates the applicants and impacts on economic and development initiatives in the Municipality. They will require the services of a professional property valuers.

### **Pending land sales due to SPLUMA Approvals required**

The municipality is faced with delays in processing land sales due to SPLUMA approvals. Important to note, land transactions to the value of over R10million cannot be proceeded with at this stage due to pending SPLUMA processes such as closure of public places, subdivision and rezoning requirements as well as obtaining approved diagrams from the Surveyor General Office. This process is necessary to ensure that the land is suitable for the intended use and to comply with the necessary legislation including the Sol Plaatje Land Use Management By-laws 2015 and the Sol Plaatje Land Use Scheme 2022 read together with the Spatial Planning and Land Use Management Act 16 of 2013.

These types of process can sometimes take time, as they involve various assessments and approvals (e.g. Municipal Planning Tribunal or Designated Official). As such, it is important to acquire services of professional town and regional planners to enable smooth and successful land transactions for the Municipality.

### **Lodging and obtaining approved diagrams from the Surveyor General Office**

The absence of land surveying professionals in the Municipality is having a negative impact on municipal land sales. The municipality has numerous Council Resolutions which cannot be implemented due to processes which require a professional land surveyor to assist. For instance, Deed of Sales for pending alienation applications cannot be concluded as subdivision diagrams are required to be done by the land Surveying professional and must be lodged to Surveyor General Office (Bloemfontein) for approval. Again, high need of requiring land surveying services continue to have significant impact on the revenue of the municipality and finalizing property transfers. The overall scope of work will include the following:

#### **Land Surveying**

- Interpret Council Resolutions
- Conduct Fieldwork
- Carry out pegging and calculation of co-ordinates.
- Obtain Erf numbers from the Surveyor General's Office.
- Complete Closure of Public Places process with Surveyor General's Office (including placement of gazette notices).
- Prepare and lodge subdivision and consolidation diagrams for consideration of the Surveyor General's Office.
- Obtain approved Surveyor General diagrams and submit same to Property Services Section.



### Property Valuations

- Conduct market related valuation reports for lease and alienation of municipal properties
- Conduct Expropriation, Donation, Land Swaps Valuations

### Town and Regional Planning

- Interpret Council Resolutions
- Removal of title deed restrictive conditions (if required)
- Obtain EIA Exemptions from relevant Authority (if applicable)
- Compilation and submission of land use applications to the Municipality in terms of SPLUMA and applicable Municipal Bylaws
- Advertisement of SPLUMA applications in local print media
- Conduct public participation and address all objections raised by interested and affected parties
- Obtain Municipal Planning Tribunal or Designated Officer approvals for land use applications submitted

### **(e) LOCAL ECONOMIC DEVELOPMENT INITIATIVES**

The Local Economic Development (LED) Unit of Sol Plaatje Municipality is a strategic sub-directorate under the Directorate of Strategy, Economic Development and Planning. It plays a central role in facilitating economic growth, creates an enabling environment for the creation of jobs, and sustainable development within the municipal area.

The LED structure is composed into four core operational and functional units, it is strategically structured, each with its own dedicated focus areas but working collaboratively to uplift the local economy and communities. These units are **Tourism Promotions, Investment Promotions, Enterprise Support, and Area-Based Management.**

The LED structure is designed to be dynamic, responsive, and community-cantered, enabling Sol Plaatje Municipality to unlock economic potential and improve the quality of life for all residents.

In essence, the Local Economic Development Unit require the services of the bidder to address the areas mentioned below:

#### 1. Tourism Promotions

This unit is responsible for driving the marketing, promotion, and development of tourism within Sol Plaatje Municipality. Its focus is to position Kimberley and surrounding areas as attractive tourism destinations by leveraging historical, cultural, heritage, and nature-based assets. The unit's functions include:

- Development and implementation of tourism marketing strategies.
- Coordination of tourism-related events and festivals
- Support to local tourism businesses and stakeholders.
- Management and dissemination of tourism information through visitor centres and digital platforms.
- Stakeholder collaboration with provincial and national tourism bodies.

#### 2. Investment Promotions

The Investment Promotions unit is tasked with attracting, retaining, and facilitating investment opportunities within the municipality. The aim is to create a conducive environment for investors, leading to increased economic activity and employment. Key responsibilities include:

- Development of investment promotion strategies.



- Engagement with potential investors and business chambers.
- Providing support for ease of doing business in the municipality
- Showcasing economic sectors with high growth potential.
- Creating and distributing investment prospectuses and opportunity catalogues.

### 3. Enterprise Support

The Enterprise Support unit focuses on fostering the development of small, medium, and micro-enterprises (MSMEs). It provides business incubation services, capacity-building programs and informal businesses management and support. This unit serves as a catalyst for entrepreneurship, innovation, and self-employment opportunities. It also manages business incubation centres and informal trading areas. Its core functions include:

- Business development training and capacity-building workshops.
- Support for SMMEs and cooperatives through access to markets, finance, and infrastructure.
- Management of municipal business hubs such as the Galeshewe SMME Village and various trading stalls.
- Coordination of business incubation programmes to assist start-ups and emerging enterprises.
- Formalization and support of informal traders through structured leasing, compliance guidance, and trading infrastructure.

### 4. Area-Based Management (CBD Management)

This unit focuses on the revitalization and maintenance of the Central Business District (CBD) and other key urban nodes. The aim is to improve functionality, aesthetics, and safety within the business and public service precincts. Key responsibilities include:

- Coordination of urban management functions in the CBD, including cleanliness, infrastructure maintenance, and by-law enforcement.
- Integration of services between municipal departments, SAPS, and other stakeholders.
- Support to informal traders and micro-enterprises operating in the CBD.
- Implementation of placemaking initiatives and upgrading of trading facilities.
- Enhancement of safety, lighting, signage, and public spaces to attract foot traffic and stimulate business activity.

#### **The main objectives are to:**

- Conduct ongoing economic research and data analysis on early-stage entrepreneurial activity.
- Identify trends, challenges, and opportunities in enterprise and entrepreneurial development, particularly at the informal and micro-enterprise level.
- Propose solutions to challenges facing small and informal businesses and recommend appropriate interventions.
- Support the design, monitoring, and evaluation of enterprise and entrepreneurial support programmes.
- Assist with investment promotion strategies aimed at attracting and retaining investors in Kimberley and surrounding areas.
- Provide expert input and guidance on the Area-Based Management approach, with emphasis on improving the Central Business District (CBD).
- Undertake research and propose interventions to boost the tourism economy, identify growth trajectories, and support implementation of the tourism marketing strategy.



## **Scope of Work**

The Local Economic Development (LED) Unit of Sol Plaatje Municipality seeks to appoint a qualified and experienced Economist to provide technical and strategic support in research, development, monitoring, and evaluation of economic development initiatives. The support is essential to enable evidence-based planning and decision-making that promotes sustainable economic growth, enterprise development, investment attraction, and tourism development within the municipal jurisdiction.

The purpose of this assignment is to obtain expert economic analysis and advisory services that will inform and guide the Municipality's enterprise and entrepreneurship development strategies, investment promotion and retention strategies, informal sector upliftment, central business district (CBD) revitalization, and tourism sector growth and innovation.

The appointed Economist will be responsible for:

### **Enterprise and Entrepreneurial Development**

- Conduct a comprehensive assessment of early-stage entrepreneurial activity in the municipality.
- Monitor entrepreneurial trends and trajectories.
- Identify policy and programmatic gaps in supporting micro, small, and informal businesses.
- Design and advise on interventions to enhance enterprise sustainability and growth.
- Assess the effectiveness of current enterprise support programmes.

### **Informal Business Sector**

- Map and profile the informal economy in the municipality.
- Conduct stakeholder consultations with informal traders and associations.
- Identify socio-economic challenges, including access to infrastructure, finance, compliance, and market access.
- Recommend tailor-made solutions to address identified challenges.

### **Investment Promotion and Retention**

- Analyse current investment trends in the city.
- Develop investment profiles and promotional materials.
- Support the development and implementation of an Investment Attraction and Retention Strategy.
- Identify priority sectors for investment and develop value propositions for each.

### **Area-Based Management and CBD Revitalization**

- Conduct a socio-economic diagnostic of the CBD and surrounding areas.
- Identify key challenges impacting CBD performance (e.g., urban decay, security, by-law enforcement).
- Recommend evidence-based interventions to improve the CBD's functionality and attractiveness.
- Monitor the impact of revitalization programmes and recommend adaptive strategies.

### **Tourism Economy Development**

- Analyse tourism performance indicators and trends in the city and its surroundings.
- Identify tourism market segments and opportunities for product development.
- Support the review and implementation of the tourism growth strategy.
- Recommend interventions to improve destination competitiveness and visitor experience.



## **DELIVERABLES**

The Economist will be expected to produce the following outputs:

- Inception Report – Detailing methodology, work plan, and timelines.
- Quarterly Economic Briefs – Focused on entrepreneurship, informal trade, investment, tourism, and CBD trends.
- Baseline and Diagnostic Reports – On key focus areas (e.g., informal business, tourism, Investments and CBD performance).
- Strategic Recommendations Reports – With proposed interventions for each focus area.
- Investment and Tourism Profiles – Tailored for marketing and promotion.
- Monitoring and Evaluation Frameworks – For ongoing assessment of interventions.
- Final Consolidated Report – Summarizing findings, interventions, outcomes, and strategic direction.

## **4. POLICY/LEGISLATIVE FRAMEWORK**

The successful service provider must have knowledge of the following relevant acts and policies in undertaking their respective activities:

- (a) Spatial Planning and Land Use Management Act (Act 16 of 2013);
- (b) Sol Plaatje Municipality Land Use Management By-Law 2015.
- (c) The Municipal Finance Management Act;2003.
- (d) The Preferential Procurement Policy Framework Act;
- (e) The Sol Plaatje Supply Chain Management Policy;
- (f) The Sol Plaatje Integrated Development Plan 2017-22 and Spatial Development Framework;
- (g) National Environmental Management Act (Act 107 of 1998);
- (h) Subdivision of Agricultural Land Act, No. 70 of 1970.
- (i) Integrated Urban Development Framework, 2015;
- (j) Engineering Professional Act 46 of 2000.
- (k) Natural Scientific Professions Act of 2003
- (l) The Municipal Finance Management Act;
- (m) Sol Plaatje Local Economic Development Strategy
- (n) Provincial Growth and Development Strategy

## **5. PROFESSIONAL TEAM REQUIRED**

- Professional Planner in good standing registered with SACPLAN
- Land Surveyor registered with SAGC previous known as PLATO.
- Environmental Specialist registered with SACNASP and EAPESA
- Geologist registered with SACNASP.
- Civil Engineer registered with ECSA in the team will be added advantage.
- Property Valuers registered with the South African Council for Property Valuers Profession (SACPVP)
- Agricultural practitioner registered with the South African Council for Natural Scientific Professions (SACNASP)
- Architectural and Urban Designer specialist registered with South African Council for the Architectural Profession (SACAP)
- Quantity Surveyor



ROLES AND RESPONSIBILITIES SPECIALIST	PROFESSIONAL SERVICES REQUIRED
<b>Professional Town/ Urban and Regional Planner</b>	<ul style="list-style-type: none"> <li>• Prepare and submit SPLUMA land use application as defined in the Sol Plaatje Land Use By-Law 2015.</li> <li>• Advertise land use application.</li> <li>• Address issues and concerns raised by objectors (if any).</li> <li>• Submit SPLUMA application to Sol Plaatje Municipality.</li> <li>• Facilitate stakeholder engagements</li> <li>• Deliver close-out report on completion of the project.</li> </ul>
<b>Land Surveyor</b>	<ul style="list-style-type: none"> <li>• Prepare and submit contours on township layout plan</li> <li>• Land surveying and pegging of new erf</li> <li>• Identify any new servitudes required.</li> <li>• Submission and approval of General Plan or (Extension of General Plan).</li> </ul>
<b>Environmentalist</b>	<ul style="list-style-type: none"> <li>• Environmental Impact Assessment or exemption</li> <li>• Heritage and archaeological Impact Assessment (if required).</li> <li>• Water usage license if required (WULA.)</li> <li>• Any other specialist studies required by DENC.</li> </ul>
<b>Geologist</b>	<ul style="list-style-type: none"> <li>• Geotechnical report in line with NHBRC standards.</li> <li>• Recommend geotechnical information for design and construction of platforms.</li> </ul>
<b>Civil Engineer</b>	<ul style="list-style-type: none"> <li>• Bulk Service Report</li> <li>• Traffic Impact Assessment</li> <li>• Certification that the property is not affected by flood-lines and Stormwater</li> </ul>
<b>Property Valuations Services</b>	<ul style="list-style-type: none"> <li>• Determines the value of immovable property for various purposes particularly for purpose of land disposal and leases</li> </ul>
<b>Agricultural practitioner</b>	<ul style="list-style-type: none"> <li>• conduct research, prepare reports, and prepare policy of agricultural related projects.</li> </ul>
<b>Economist</b>	<ul style="list-style-type: none"> <li>• Conduct research, prepare reports, and evaluate issues related to socio-economic and investment trajectory.</li> </ul>
<b>Urban Designers</b>	<ul style="list-style-type: none"> <li>• Survey land and buildings, analyse their current use and make recommendations for their future development</li> <li>• Create practical and visually pleasing places, including buildings, open spaces, and landscapes.</li> </ul>



## 6. STAKEHOLDERS CONSULTATION

The meetings shall be held as indicated below:

### Project Steering Committee Meeting(s)

Purpose	To review progress of consultant.
Frequency	Monthly or as and when feasible.
Attendance	Municipality, Professional Service provider
Venue	Town Planning Boardroom.

### Community Meeting(s)

Purpose	Public Participation
Frequency	As and when required.
Attendance	Municipality, Ward Councillor, Consultant (s)
Venue	Municipality to Confirm

## 7. ESTIMATED DURATION FOR THE PROJECT

The professional service will be for a duration of 36 Months from date of appointment letter.

## 8. PAYMENT PROCEDURE

The successful service provider will enter into Service Level Agreement pertaining to service required from the municipality as well as payment structure and outline way in which to resolve any disputes that may arise because of the contract. Furthermore, the SLA will also outline any punitive measures pertaining to the contract.



MBD 3.4

## 9. EVALUATION CRITERIA

The minimum points to be scored for functionality is **65 points**.

### Urban Planning Category

NO.	CRITERIA	SCORE	Total Point
1.	<b>Methodology and Approach</b>		<b>25</b>
	Project scope adequately addressed. <ul style="list-style-type: none"> <li>• Interpretation of Terms of Reference <b>(5)</b></li> <li>• Project approach <b>(5)</b></li> <li>• <b>Project terms of reference and project approach not adequately addressed (0)</b></li> </ul>	<b>10</b>	
	Stakeholder consultation adequately addressed: <ul style="list-style-type: none"> <li>• Public participation with community <b>(2)</b></li> <li>• Municipality <b>(2)</b></li> <li>• Ward Councillor <b>(2)</b></li> <li>• Community Representatives <b>(2)</b></li> <li>• Project steering committee <b>(2)</b></li> <li>• Stakeholder consultation not adequately addressed <b>(0)</b></li> </ul>	<b>10</b>	
	The relevant acts and policies adequately addressed: <ul style="list-style-type: none"> <li>• Spatial Planning and Land Use Management Act (Act 16 of 2013); <b>(1)</b></li> <li>• Sol Plaatje Municipality Land Use Management By-Law 2015 <b>(1)</b></li> <li>• National Environmental Management Act (Act 107 of 1998) <b>(1)</b></li> <li>• The Integrated Urban Development Framework;2015 <b>(1)</b></li> <li>• Subdivision of Agricultural Land Act, No. 70 of 1970 <b>(1)</b></li> <li>• <b>The relevant acts and policies not adequately addressed (0)</b></li> </ul>	<b>5</b>	
2.	<b>Key Project Team Members.</b>		<b>30</b>
	Professional Planner in good standing with 05 years' experience post registration with SACPLAN (South African Council for Planners) <ul style="list-style-type: none"> <li>• Registration certificate as a Professional Planner in good standing with SACPLAN <b>(10)</b></li> <li>• Registration certificate as a Professional Planner in good standing with below 5 years' experience post registration with SACPLAN <b>(5)</b>.</li> <li>• <b>Professional Planner in good standing registered with 05 years post registration with SACPLAN not attached (0)</b></li> </ul>	<b>10</b>	
	Land Surveyor with more than 5 years' experience post registration with South African Geomatics Council previously known as PLATO (Reference letter).	<b>5</b>	
	<ul style="list-style-type: none"> <li>• Professional Land Surveyor registration certificate attached <b>(5)</b></li> <li>• Professional Land Surveyor registration certificate not attached <b>(0)</b></li> </ul>		
	Geologist registered with South African Council for Natural Scientific Professions SACNASP.	<b>5</b>	



	<ul style="list-style-type: none"> <li>• Proof of SACNASP registration certificate attached <b>(5)</b></li> <li>• Proof of SACNASP registration certificate not attached <b>(0)</b></li> </ul>		
Environmental Specialist and Agricultural practitioner registered with South African Council for Natural Scientific Professions (SACNASP)			
	<ul style="list-style-type: none"> <li>• Proof of Environmental SACNASP registration certificate attached <b>(5)</b></li> <li>• Proof of Environmental SACNASP registration certificate not attached <b>(0)</b></li> </ul>	<b>5</b>	
Architectural and Urban Designer specialist registered with South African Council for the Architectural Profession (SACAP)			
	<ul style="list-style-type: none"> <li>• Proof of Architectural and Urban Design (SACAP) registration certificate attached <b>(5)</b></li> <li>• Proof of Architectural and Urban Design (SACAP) registration certificate not attached <b>(0)</b></li> </ul>	<b>5</b>	
<b>3.</b>	<b>Past participation in the project of Planning &amp; Surveying with more than ± 100 erven</b>		<b>10</b>
	<ul style="list-style-type: none"> <li>• Proof of reference letter (MPT approval) attached for project of ±100 erven <b>(10)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• Proof of reference letter (MPT approval) attached for project less than ±75 erven <b>(7)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• Proof of reference letter (MPT approval) attached for project less than ±50 erven <b>(5)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• <b>No proof of reference letter (MPT approval) not attached (0)</b></li> </ul>		
<b>4.</b>	<b>Past participation in agricultural sustainable projects &amp; Agri-park research and facilitation projects</b>		<b>15</b>
	Proof of reference letters attached on implementation of agricultural projects and facilitation <b>(15)</b>		
	Proof of reference letters attached on research on agricultural projects and policy formulation <b>(10)</b>		
	Proof of precinct plan developed for Agri-processing projects and research <b>(5)</b>		
	No proof of reference letter (on implementation of agricultural projects and facilitation) <b>(0)</b>		
<b>5.</b>	<b>Locality of firm based in the Northern Cape</b>		<b>20</b>
	<ul style="list-style-type: none"> <li>• Proof of address must be attached (within the vicinity of Sol Plaatje) <b>(20)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• Proof of address must be attached (within the vicinity of Frances Baard) <b>(5)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• Proof of address must be attached Office in the Northern Cape <b>(3)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• Proof of address must be attached Office in Republic of South Africa <b>(1)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• Proof of address not attached <b>(0)</b></li> </ul>		
Total Functionality Points		<b>100</b>	
<b>NB! Minimum threshold points required on Functionality to be responsive</b>		<b>65</b>	

The bidders must clearly stipulate the location of the office and inspection will be done by the municipality where applicable.



## PROPERTIES SECTION CATEGORY

NO.	CRITERIA	SCORE	Total Point
<b>1.</b>	<b>Methodology and Approach</b>		<b>20</b>
	<ul style="list-style-type: none"> <li>Executive Summary (Clear summary of proposal) <b>(5)</b></li> <li>Understanding Project Brief = <b>(5)</b></li> <li>Implementation Approach = <b>(5)</b></li> <li>Proposal aligned to relevant legislative frameworks = <b>(5)</b></li> <li>No Methodology = <b>(0)</b></li> </ul>		
<b>2.</b>	<b>Key Project Team Members.</b>		
	Qualifications and proof of professional registration for Town Planner, Land Surveyor and Property Valuer must be certified (only one CV per discipline).		<b>40</b>
	<u>Professional Town and Regional Planner</u> <ul style="list-style-type: none"> <li>Qualification(s) in Town and Regional Planning or related field <b>(5)</b></li> <li>Professional Planner with SACPLAN for 5 years or more <b>(5)</b></li> <li>Professional Planner with SACPLAN for 1-4 years <b>(3)</b></li> <li>Qualification(s) or Registration Certificate (in good standing) not attached <b>(0)</b></li> </ul>	<b>10</b>	
	<u>Land Surveying</u> Number of SG diagrams approved by Surveyor General Office: <ul style="list-style-type: none"> <li>10 or more SG diagrams approved <b>(15)</b></li> <li>5-9 SG diagrams approved <b>(10)</b></li> <li>1-4 SG diagrams approved = <b>(5)</b></li> <li>Proof of diagrams approved by SG Office not attached = <b>(0)</b></li> </ul>	<b>15</b>	
	<u>Professional Property Valuer</u> <ul style="list-style-type: none"> <li>Qualification(s) obtained in Real Estate or Property Valuation <b>(10)</b></li> <li>Registration with SACPVP as a Professional Property Valuer for 5 years or more <b>(5)</b></li> <li>Registration with SACPVP as a Professional Property Valuer for 1-4 years <b>(3)</b></li> <li>Qualification(s) or Registration Certificate (in good standing) not attached <b>(0)</b></li> </ul>	<b>10</b>	
<b>3.</b>	<b>Value of completed projects</b>		<b>10</b>
	Combined value of projects completed (i.e. Town and Regional Planning, Land Surveying and Property Valuations work) for any Municipality: <ul style="list-style-type: none"> <li>Above R1,000,000.00 <b>(10)</b></li> </ul>		



	<ul style="list-style-type: none"> <li>• R500,000.00 - R1,000,000.00 (5)</li> <li>• Below R500,000.00 (3)</li> </ul>		
<b>4. Company Experience</b>			<b>30</b>
<u>Town and Regional Planning</u> Number of completed projects for simultaneous Subdivision and Rezoning (SPLUMA Applications): <ul style="list-style-type: none"> <li>• 10 or more projects completed (10)</li> <li>• 5-9 projects completed (5)</li> <li>• 1-4 projects completed (3)</li> <li>• Proof of MPT Approvals (ROD) or Project Completion Letters not attached (0)</li> </ul>	<b>10</b>		
<u>Land Surveying</u> Number of SG diagrams approved by Surveyor General Office: <ul style="list-style-type: none"> <li>• 10 or more SG diagrams approved (10)</li> <li>• 5-9 SG diagrams approved (5)</li> <li>• 1-4 SG diagrams approved (3)</li> <li>• Proof of diagrams approved by SG Office not attached (0)</li> </ul>	<b>10</b>		
<u>Property Valuations</u> Number of completed projects for Property Valuations on Immovable Properties (i.e. Rental Determination & Purchase purposes): <ul style="list-style-type: none"> <li>• 5 or more projects completed (10)</li> <li>• 1-4 projects completed (5)</li> <li>• Proof of projects completion letters not attached (0)</li> </ul>	<b>10</b>		
<b>Total Functionality Points</b>			<b>100</b>
<b>NB! Minimum threshold points required on Functionality to be responsive</b>			<b>65</b>

## 10. SPECIFIC CONDITIONS OF THE CONTRACT

- Professional Planner in good standing with 5 years post registration with SACPLAN (South African Council for Planners).
- Professional Land Surveyor registration with SAGC certificate attached
- Environmentalist Must be registered with SACNASP
- CV, qualifications and professional registration certified copies to accompany the proposal for professional team.
- Successful bidders will adhere to the stipulated timeframes and no deviations can unfold without written consent of the municipality.
- All the information generated will be the property of Sol Plaatje Municipality and cannot be used by third party without Sol Plaatje Municipality consent.
- All reports submitted to the municipality must be in hard and soft copy.
- Company must have a professional indemnity of at least 1 million or more.



#### 11. DETAILS OF CONTACT PERSONS

Name of contact person	Contact Number	Email address	Unit
Ms. V. Mpekula Pr.PlN	0538306356	<a href="mailto:vmpekula@solplaatje.org.za">vmpekula@solplaatje.org.za</a>	Urban Planning
Rudzani Tshikororo	0538306454	<a href="mailto:rtshikororo@solplaatje.org.za">rtshikororo@solplaatje.org.za</a>	Properties Section
Mr. S.M. Mathebula	0538306474	<a href="mailto:smathebula@solplaatje.org.za">smathebula@solplaatje.org.za</a>	Local Economic Development



I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS  
AND CONDITIONS OF TENDER

SIGNATURE OF TENDERER: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AS WITNESSES: 1. \_\_\_\_\_

2. \_\_\_\_\_

DATE: \_\_\_\_\_

N.B: This form must be signed by the bidder and witnessed. Removal of any of the details from the tender documents may disqualify the tender.

Bids MUST comply with the following Special Conditions of the Contract where applicable:

- ☐ Does the offer comply with the specification(s)?

YES	NO
-----	----

\_\_\_\_\_  
BIDDER SIGNATURE

\_\_\_\_\_  
DATE:



## **DECLARATION OF INTEREST**

**BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.**

1. No bid will be accepted from persons in the service of the State<sup>1</sup>. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by 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, shareholder<sup>2</sup>) \_\_\_\_\_

3.4 Company Registration Number: \_\_\_\_\_

3.5 Tax Reference Number: \_\_\_\_\_

3.6 VAT Registration Number: \_\_\_\_\_

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

3.8 Are you presently in the service of the State? (Employed by the State)?

YES	NO
-----	----

3.8.1 If yes, furnish particulars \_\_\_\_\_

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

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

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



3.9 Have you been in the service of the State (employed by the State) for the past twelve months?

YES	NO
-----	----

3.9.1 If yes, furnish particulars

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3.10 Do you have any relationship (family, friend, other) with persons in the service of the State (employed by 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.

---

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3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the State (employed by the State) who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.11.1 If yes, furnish particulars

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3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)?

YES	NO
-----	----

3.12.1 If yes, furnish particulars.

---

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3.13 ARE ANY **SPOUSE, CHILD OR PARENT** OF THE COMPANY'S DIRECTORS, TRUSTEES, MANAGERS, PRINCIPLE SHAREHOLDERS OR STAKEHOLDERS IN THE SERVICE OF THE STATE (EMPLOYED BY 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, provide information of other companies as reflected on CSD report:

**DISCLOSE THE INFORMATION OF THE OTHER COMPANIES IN THE BELOW TABLE.**

No#	Name of Director	Other Company name	CSD Number
1.			
2.			
3.			
4.			
5.			

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

Full Name	Identity Number	State Employee Number

## DECLARATION

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE MUNICIPALITY MAY REJECT THE BID OR ACT AGAINST ME / COMPANY SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

(Print) Name of bidder

**THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER**

**BIDDER MUST UPDATE MBD 4 DOCUMENT ANNUALLY IN LINE WITH SCM POLICY.**



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

### Penalty: -

**Upon detecting any false claim or statement hereunder will result in the bidder's de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		



**MBD 8**

## **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_

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

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

**N.B: THE MBD 8 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

I confirm that I am duly authorized to sign this contract.

NAME (PRINT) \_\_\_\_\_

CAPACITY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

DATE \_\_\_\_\_

### **WITNESSES**

1 \_\_\_\_\_

Name Print \_\_\_\_\_

2 \_\_\_\_\_

Name Print \_\_\_\_\_



# CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

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

**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 Ref Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

\_\_\_\_\_  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.

**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.

**N.B: THE MBD 9 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder (print)

WITNESS (1) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_



# **SOL PLAATJE LOCAL MUNICIPALITY**

## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to Sol Plaatje Municipality 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 Sol Plaatje Municipality.

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, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



# 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. Within the Northern Cape Province the closing hour will be 10H00, as per Post Office official time.
  - 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 **"Good standing"** means not being blacklisted or involved in illegal activities, must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services, and must have satisfactorily complied with present and previous contractual obligations.
  - 1.16 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.17 **"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.

- 1.18 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22 **“Purchaser”** means the organization purchasing the goods.
- 1.23 **“Republic”** means the Republic of South Africa.
- 1.24 **“SCC”** means the Special Conditions of Contract.
- 1.25 **“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.
- 1.26 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

## **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.
- 2.1 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.

## **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 as 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. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

## **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 Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.

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 / Guarantee**

- 15.1 The supplier warrants or guarantees (which applicable to be indicated) 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 or guarantee (which applicable to be indicated) 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 / guarantee.
- 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.

## **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, Sol Plaatje Municipality 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 favorable difference shall on demand be paid forthwith by the contractor to Sol Plaatje Municipality or Sol Plaatje Municipality 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 Sol Plaatje Municipality 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.



ATTACH ALL ANNEXURES HERE

SOL PLAATJE MUNICIPALITY