KUMKANI MHLONTLO LOCAL MUNICIPALITY

96 LG Mabindla street
Qumbu
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KUMNKANI MHLONTLO LOCAL MUNICIPALITY

TENDER DOCUMENT FOR DEVELOP THE TSOLO JUNCTION LOCAL SPATIAL DEVELOPMENT FRAMEWORK 2026/27

BID NOTICE: LSDF/LED/KMLM/2026/27

Issued by: The Municipal Manager KUMNKANI MHLONTLO LOCAL MUNICIPALITY P.O. BOX 31
QUMBU
5180

96 General Mabindla Street
QUMBU
5180
Tel: +27(047) 553 7000
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CSD NO._____ **SARS PIN**_____

NAME OF BIDDER:

TENDER AMOUNT: _____

BBBEE LEVEL: _____ _____

1. ADVERTISEMENT

PROJECT NAME	CONTRACT NUMBER	TENDER ADVERT DATE	TENDER CLOSING DATE
APPOINTMENT OF SERVICE PROVIDER TO DEVELOP THE TSOLO JUNCTION LOCAL SPATIAL DEVEVOPMENT FRAMEWORK 2026/27	LSDF/LED/KMLM/2026/27	23/11/2026	17/12/2026 NEW QUMBU TOWN HALL NEXT TO RECEPTION ON THE TENDER BOX.

Request for proposals from Suitably qualified, capable and experienced tenderers are hereby invited to tender to appointment of service provider to develop the Tsolo junction local spatial development framework 2026/27.Tender notice will be available on **E-TENDER and www.mhlontlolm.gov.za**

KUMKANI MHLONTLO LOCAL MUNICIPALITY

TENDER NO.:	
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER TO DEVELOP THE TSOLO JUNCTION LOCAL SPATIAL DEVELOPMENT FRAMEWORK 2026/27

TERMS OF REFERENCE THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE TSOLO JUNCTION LOCAL SPATIAL DEVELOPMENT FRAMEWORK (LSDF) IN 2026/27 FINANCIAL YEAR

1. INTRODUCTION

The Spatial Development Framework (SDF) for the Kumkani Mhlontlo Local Municipality is the in process of review. The Kumkani Mhlontlo Spatial Development Framework is being reviewed in compliance with the provisions of section 26(e) of the Municipal Systems Act (MSA) No. 32 of 2000 and Spatial Planning and Land Use Management Act (SPLUMA) No. 16 of 2013.

In the past the O.R. Tambo District Municipality attempted to develop the Tsolo Junction Local Spatial Development Framework (LSDF) was done in the past, however due to poor participation from affected landowners the project was delayed. In 2024/2025 financial year the Kumkani Mhlontlo LM has decided to develop the Tsolo Junction LSDF in line with the provisions of the Spatial Planning and Land Use Management Act (SPLUMA) 2013, MSA and the Department of Agriculture Land Reform & Rural Development (DALRRD) SDF's Guidelines of 2017.

To develop the Tsolo Junction LSDF, the Kumkani Mhlontlo Local Municipality invites the services of one (1) firm or a consortium of suitably qualified Town and Regional Planners to submit project proposal for the development of the Tsolo Junction Local Spatial Development Framework withing a period of 6 to 8 months from the time of the appointment.

1. BACKGROUND

The Kumkani Mhlontlo Local Municipality play a vital role in addressing the socio- economic, built environment and biophysical environment needs of its population. In terms of Chapter 5 Section 26(e) of the Municipal Systems Act No. 32 of 2000 a Municipality must develop a Spatial Development Framework which must include the provision of basic guidelines of a land use management system for the municipality. Chapter 4, part E of the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA) deals with the development of the Municipal Spatial Development Frameworks.

In terms of the Eastern Seaboard Regional Spatial Development Framework, Tsolo was identified as one of the local towns and large villages of the fourth-order settlements in the hierarchy. The Eastern Seaboard Regional Spatial Development Framework also identified the Tsolo Junction (ERF 24 Tsolo Commonage) as strategically located within the proposed development corridors for the O.R. Tambo Region.

2. THE PURPOSE OF THE PROJECT

The development of the Tsolo Junction LSDF must comply with the provisions of the Municipal Systems Act of 2000, National Environmental Management Act of 1998 and the Spatial Planning and Land Use Management Act of 2013. It must also align to the phases as recommended by the SDF guidelines of 2017. The Tsolo Junction LSDF must contain strategies, policies and plans which must:

a) Analyse the opportunities and constraints within the Tsolo Junction concerning the heritage, economy, agriculture, environment, infrastructure, tourism and social development;
b) Delineate the agricultural land that has high potential;
c) Indicate desired patterns of land use within the Tsolo Junction;
d) Assess the existing bulk infrastructure capacity and upgrading requires meeting future demands;
e) Identify existing and future land reform projects;
f) Provide strategic guidance in respect of the location and nature of development within the Tsolo Junction;

g) Set out a capital investment framework for the Tsolo Junction's development programs within a prioritisation matrix (prioritised list of development interventions and spatial locations);
h) Analysis and clarification of how sector departments will implement the Tsolo Junction LSDF;
i) Contain a strategic assessment of the environmental impact of the Tsolo Junction LSDF;
j) Identify programs, interventions and projects for the development of land within the Tsolo Junction;
k) Provide a visual representation of the desired spatial form of the Tsolo Junction, which must indicate where public and private land development and infrastructure investment should take place;
l) Must delineate the urban edge;
m) Must consider the alignment with the RSDF, Kumkani Mhlontlo Spatial Development Framework, O.R. Tambo District Spatial Development Framework and Eastern Cape Provincial Spatial Development.

3. SCOPE OF WORK

The overarching goal to develop the Tsolo Junction Local Spatial Development Framework within a period of 6 to 8 months and to ensure that the key elements of biophysical, socio-economic and built environment of the Tsolo Junction development node and its resources can be realised as informed. The LSDF should provide direction to guide decision-making on an ongoing basis, aiming at the creation of integrated, sustainable and habitable Regions, Cities and Towns. The scope of work will entails developing the phases as outlined below:

Phase 1: Policy Context and Vision Directives

Phase 2: Spatial Challenges and Opportunities

Phase 3: Draft LSDF Proposals

Phase 4: Implementation Framework

Phase 5: Final LSDF

4. Significance of developing the Tsolo Junction Local Spatial Development Framework

One of the main proponents for the development of the Tsolo Junction LSDF is the approved Eastern Seaboard Regional Spatial Development Framework. The Kumkani Mhlontlo Local Municipality may align its Tsolo Junction LSDF to the proposals envisioned in the ESRSDF. The proposed structuring and restructuring elements proposed in the ESRSDF will have an impact on the Kumkani Mhlontlo Municipality's spatial form.

In support of this, section 21(d) of the SPLUMA says that a municipal SDF must identify current and future significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritized and facilitated. Because of Tsolo Junction's location close to N2, the proposed Tsolo Junction LSDF will be an opportunity for the Tsolo Town to be part of the South African Smart Cities and share the equitable with the Mthatha town.

5. STUDY AREA

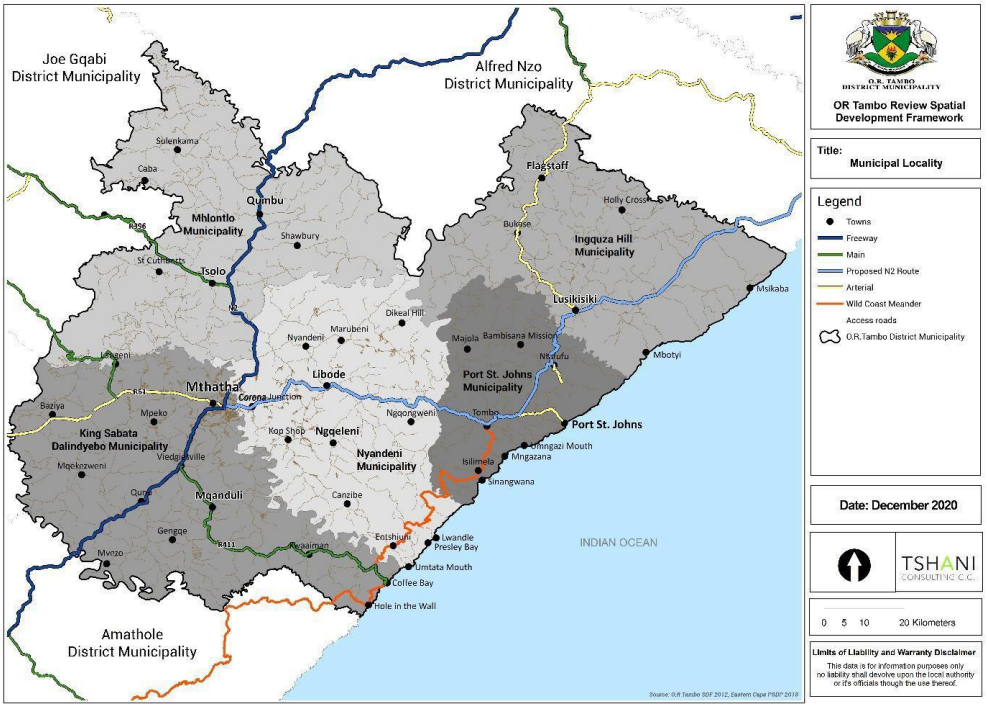
Kumkani Mhlontlo Local Municipality is a B4 rural Municipality incorporating Qumbu and Tsolo rural towns. It lies on the Northeast side of the Eastern Cape Provincial border alongside the N2 route between Mthatha and Mt. Frere and R396 between Tsolo and Maclear. It is bordered by King Sabata Dalindyebo Local Municipality to the South, Nyandeni Local Municipality to the East, all are under the OR Tambo District Municipality, Umzimvubu Local Municipality to the North which is under Alferd Nzo District Municipality

and Elundini Local Municipality to the West which is under the Joe Gqabi District Municipality.



Source: google earth map

Kumkani Mhlontlo Local Municipality was established in terms of section 12 of the Local Government Municipal Structures Act (Act 117 of 1998). As a result of this act two Transitional Local Council, Qumbu TLC and Tsolo TLC and their respective Transitional Council were established to form one Municipality-Kumkani Mhlontlo Local Municipality. It is one of the five municipalities that constitute OR Tambo District Municipality which falls under the Province Eastern Cape. The municipal area covers 282, 614km2 and has a population density of 73.3 people per km2. Tsolo Junction is located in Tsolo in the Kumkani Mhlontlo Local Municipality.



6. RELEVANT LEGISLATIONS AND POLICIES

The following policies and legislation will guide the development of Tsolo Junction LSDF From inception to the completion:

- The Constitution of the Republic of South Africa, 1996
- National Development Plan (NDP) Vision, 2030;
- Spatial Planning and Land Use Management Act 16 of 2013;
- Integrated Urban Development Framework (IUDF), 2016;
- Municipal Systems Act 32 of 2000;
- Eastern Cape Spatial Development Framework, 2020;
- Eastern Seaboard Regional Spatial Development Framework, 2023;
- National Water Act (No. 36 of 1998);
- Mineral and Petroleum Resources Development Act (No. 28 of 2002);
- National Environmental Management: Biodiversity Act (No. 10 of 2004);
- National Environmental Management: Waste Act (No. 59 of 2008);

- National Heritage Resources Act (No. 25 of 1999);
- Environmental Conservation Act (No. 73 of 1989);
- National Environmental Management Air Quality Act (Act No. 39 of 2004);
- National Veld and Forest Fire Act (No. 101 of 1998);
- O.R. Tambo District Municipality's SDF 2020-2021;
- National Environmental Management Act (Act 107 of 1998);
- Preservation and Development of Agricultural Land Act No. 39 of 2024
- Kumkani Mhlontlo Integrated Development Pan 2022-2027;
- Kumkani Mhlontlo Spatial Development Framework Review, 2024-2025;
- Draft Kumkani Mhlontlo Land Use Scheme; and
- Draft Qumbu and Tsolo Precinct Plans.

7. CRITICAL MILESTONES

The following five critical milestones/phases as stipulated in the Spatial Development Framework Guidelines must be adhered to during reviewing process:

Phase 1: Policy Context and Vision Directives

Define the District Spatial Development Framework within the legislative framework which include the following key elements.

- National Development Plan (NDP) Vision 2030
- Spatial Planning and Land Use Management Act (SPLUMA), 2013
- Provincial Strategic Objectives.
- Municipal Sections policy directives.
- Approach and methodology which defines the project plan (budget, timeframes and public participation processes).
- Development of Technical Steering Committee and Project Steering Committee),
- Sign the Service Level Agreement with the Kumkani Mhlontlo Local Municipality.

Phase 2: Spatial Challenges and Opportunities

Collect and analyse data from the Integrated Development Plan (IDP) and sector plans with focus to the following elements:

- Biophysical Analysis.
- Socio-Economic Analysis.
- Built Environment Analysis.
- Conduct public participation processes with the affected and Interested parties.

Phase 3: Draft Spatial Proposals

- Final vision statement.
- Develop spatial concepts.
- Spatial actions.
- Proposed projects.
- Proposed spatial changes and new developments.
- Conduct public participation processes with the affected and interested parties

Phase 4: Implementation Framework

The implementation framework must include the following:

- Policies (i.e. inclusive housing policy, densification policy, integration policy and integrated transport and land use policy)
- Guidelines (i.e. Land use Management Schemes, Rural/Traditional areas, social facility provision, integrated development, heritage and conservation).
- Capital Investment Framework (i.e. priorities, identify focus areas and development plans, projects, institutional arrangements or private, public and intergovernmental, implementation requirements, roles and responsibilities and time frames).

Phase 5: Final Adoption of District Spatial Development Framework

- Consolidate the draft Spatial Development Framework report and submit it to the municipal council for approval.

9.PROJECT DURATION

The estimated time frame for this project is 7(seven) months from the time of the appointment of the service provider. The service provider must provide work plan which clearly indicates project scheduling with activities, deliverables and timelines.

10.STAKEHOLDER DEVELOPEMENT

The service provider is obliged to keep the municipality as the custodian of the LSDF abreast of the development process through workshops. This project consists of two stakeholders steering committees, namely: -

i) **Technical Steering Committee:**

This committee consists of town and regional planning professionals. Its objective is to ensure that a credible SDF that complies with planning principles and is in conformity with the SDF guidelines and legislation is developed.

ii) **Project Steering Committee:**

This committee consists of municipal officials (Kumkani Mhlontlo and ORTDM), relevant Sector Departments (DEDEAT, ECCOGTA, DRDLR), Business sectors, NGO's and the service providers. It is the role of the service provider to ensure that the stakeholder's full participation with special focus to sector departments.

11.PUBLIC PARTICIPATION

The service provider must draft a public participation plan and demonstrate how it is

aligned with the minimum requirements of Municipal Systems Act No 32 of 2000; as well as Spatial Planning and Land Use Management Act No. 16 of 2013. The public participation plan should include how stakeholders will be identified and consulted (e.g. Technical Steering Committee meetings and Project Steering Committee meetings as well community workshops). It will be advantageous for the service provider to have team member(s) that can communicate in local languages, preferably isiXhosa.

12.SUMMARY OF SKILLS

The Town and Regional Planner must lead the project team and must have Geographic Information System (GIS) from the District. The project team must have a knowledge of town and regional planning, environmental management and geographic information systems.

13.OUTCOMES AND PROJECT DELIVERABLES

14.1 The LSDF should respond to the government strategic priorities (Spatial Transformation, Eastern Seaboard Development and District Development Model and Small-Town Revitalisation Programme). The product must contribute positively towards local economic development, sustainable livelihoods in rural areas and poverty alleviation.

14.2 The LSDF must be both a vertical and horizontal alignment tool for government-wide activities, plans, policies and legislation. It must be a tool to facilitate structured implementation of programmes and be an effective decision-making instrument.

14.3 All objectives of the project as stipulated in this Terms of Reference should be met.

14.4 Submissions should be in both hard and electronic versions of the LSDF. All spatial information collected should be submitted in GIS capable file format (shapefiles, layer files, mixed files) for use in a GIS environment. The shapefiles must have clear attribute information, for example a service node shapefile should have an attribute called “description” with the value “service node”.

14.5 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the conceptual framework

section of the LSDF. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.

14.6 Required copies of the LSDF document for consultation purposes shall be prepared by the service provider. The copies shall be distributed timeously to meetings taking place.

14.7 The service provider will be expected to submit a LSDF report which consists of:

- SDF textual document including all maps, tables and figures in both hard copy (printed) and soft copy (electronic as MS word document); A0 Draft SDF Plan, a separate Executive Summary Document and a public participation report.
- All maps contained in the LSDF textual document as electronic image files (e.g. JPEG, windows Bitmap, GIF, etc);
- All spatial information used to generate the LSDF maps in shape files (GIS Metadata) format together with correct and descriptive attribute information as to what the LSDF construct represents.

14.PRICING SCHEDULE

ITEM DESCRIPTION	PERIOD	AMOUNT
PHASE 1: PROJECT INITIATION (POLICY CONTEXT & VISION DIRECTIVES)	1MONTH	
PHASE 2: SPATIAL CHALLENGES AND OPPORTUNITIES	1MONTH	
PHASE 3: DRAFT SPATIAL PROPOSALS	2 MONTHS	
PHASE 4: IMPLEMENTATION FRAMEWORK	2 MONTHS	
PHASE 5: FINAL ADOPTION OF DISTRICT SPATIAL DEVELOPMENT FRAMEWOK	1 MONTHS	
	Sub total:	
	VAT @ 15%:	
	Total Amount:	

15.CAPACITY BUILDING AND SKILLS TRANSFER

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

16.INFORMATION GATHERING

The successful Service Provider is expected to contact all the relevant GIS, Planning and required officials and units within the local and provincial spheres of government to obtain relevant information that is required for the project. Existing information on SDFs which are available within the Spatial Planning and Information Office will be made available to the successful service provider.

The report must include the source of information used in the various sections of the report with the date of this information being compiled to ensure credible information is used. In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Municipality will provide the requested letter. However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

17. Availability of Funds.

Funds are available from Equitable Share.

18. Points Allocation

Preferential Procurement Policy Framework Act points will be awarded as follows

Price	80 points
Specific goals	20 points
Total	100 points

19. DURATION FOR CLOSING DATE AND TIME

Closing date will be 17/12/2026 at 12:00 PM in Qumbu foyer.

20. SUPPORTING DOCUMENTS NEEDED.

1. CSD NO or copy of CSD
2. Tenderers are required to submit the Company Profile with contactable references.
3. Tenderers must submit certified copy for B-BBEE certificate and must be **SWORN affidavit /SANAS accredited**
4. Proof of Municipal rates, not later than one month/ lease agreement
5. SARS Tax compliance status pin.
6. All MBDs Must signed by company directors
7. A joint venture must submit a consolidated valid original B-BBEE status level verification certificate or A certified copy thereof substantiating their B-BBEE rating issued by a verification agency accredited by the SANAS (South African National Accreditation system)
8. Tenderers must submit all the requirements as per returnable schedule
9. Must submit JV agreement were applicable
10. Company profile and previous experience

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and may not be considered forward.

21. CONDITIONS OF THE TENDER

- Mhlontlo Local Municipality Supply Chain Policy Management will apply.
- The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part.
- All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

- Mhlontlo local Municipality does not bind itself to accept the lowest proposal.

22. METHOD OF PROCUREMENT

It should be competitive bidding because of estimated budgeted amount.

23. Evaluation Criteria

Received Responsive bids will be evaluated based on the following:

- Stage 1- Functionality
- Stage 2- Price and preferential points

The 80/20 preference system will be used as per SCM policy, where 80 points will be for price and 20 for specific goals.

Specific Goals	**Means of verification:** **NB: 100% ownership in order to claim full points**	**Points allocation**
HDI -Equity ownership	the municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of **ID COPY** as a proof in order to claim points for specific goals	10
Youth-Enterprise 18-35 years (MLM)	the municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of **ID COPY AND CSD** as a proof in order to claim points for specific goals	2
Women-Equity ownership	the municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of **ID COPY, CK and CSD** as a proof in order to claim points for specific goals	2
Disability-Equity ownership	the municipality is going to use MEDICA**L** CERTIFICATE as means of verification and thus prospective service providers will be required to	2

	provide a copy **of MEDICAL CERTIFICATE** and **CSD** as a proof in order to claim points for specific goals	
Rural Enterprise	the municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of **PROOF OF RESIDENCE AND CSD** as a proof in order to claim points for specific goals	2
Military veterans	the municipality is going to use **Stamped Confirmation letter** from Office of Military Veterans as means of verification and thus prospective service providers will be required to provide a copy of **ID COPY AND CSD** as a proof in order to claim points for specific goals	2

FUNCTIONALITY ASSESSMENT:

1.	**PREVIOUS EXPERIENCE IN TOWN PLANNING PROJECTS**	**40**
	Tenderer must have completed a certain number of Spatial Development Frameworks/Precinct Plans. **Attach letters/certificates of completion. No points will be awarded where proof has not been submitted with the Bid.**	
	7 and above Spatial Development Frameworks/Precinct Plans	40
	5-6 Spatial Development Frameworks/Precinct Plans	30
	3-4 Spatial Development Frameworks/Precinct Plans	20
	1-2 Spatial Development Frameworks/Precinct Plans	10
2.	**EXPERIENCE OF KEY PERSONNEL (NB NO KEY PERSONNEL MEMBER MAY BE ASSIGNED MORE THAN ONE DUTY ON THE CONTRACT, i.e. DIFFERENT PERSONNEL MUST BE ASSIGNED FOR EACH OF THE FOLLOWING POSITIONS)**	**40**

2.1	**Project leader** Attach B-Tech. or BSc. (NQF Level 7) Town and Regional Planning and CV of the Project Leader showing experience in leading similar projects	**10**
	Experience of 5 YEARS or more	10
	Experience of 3-4 YEARS	05
	Experience of 1-2 YEARS	03
	NB: 0 points will be claimed where the above is not attached and submitted.	
2.2	**Project team qualifications** Town Planner: 5 Points Land Surveyor:2 Points Civil Engineer/Traffic Engineer: 2 Points GIS: 2 Points Environmental Practitioner: 2 Points Architect/ Urban Designer: 2 Points Attach proof of qualification with a minimum NQF level 6 Qualification for each team member.	**15**
2.3	Experience of Project Team to be utilized in the project (Please attach CVs with contactable references.)	**15**
3	SACPLAN COMPANY DATABASE	10
	Consultants who are registered on the SACPLAN database will receive 15 points if their company is listed in the SACPLAN consultancy database.	10
4.	METHODOLOGY AND PROJECT TEAM COMPILATION	10
	Project Team is led by a Professional Town & Regional Planner and	7

	compiled of ALL the following professionals: Land Surveyor, Civil Engineer, Conveyancer, Environmentalist, Architect and Geotech Engineer. Gantt Chart and/ or detailed project implementation plan	
	Project Team is led by a Professional Town & Regional Planner and is **NOT** compiled of **ALL** of the following professionals: Land Surveyor, Civil Engineer, Conveyancer, Environmentalist, Architect and Geotech Engineer Gantt Chart and/ or detailed project implementation plan	3
	Project Team is **NOT** led by a Professional Town & Regional Planner and is **NOT** compiled of **ALL** of the following professionals: Land Surveyor, Civil Engineer, Conveyancer, Environmentalist, Architect and Geotech Engineer Gantt Chart and/ or detailed project implementation plan	0
	GRAND TOTAL	100

ADDENDUM TO THE CONTRACT.

1. **PROTECTION OF PERSONAL INFORMATION**

1.1. **Processing limitations**

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or

on behalf of Kumnkani Mhlontlo LM and will act as Kumnkani Mhlontlo LM's Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider shall process the Personal Information only:

1.1.1. On behalf of Kumnkani Mhlontlo LM and in compliance with its instructions and this Agreement;

1.1.2. For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Kumnkani Mhlontlo LM in writing; and

1.1.3. Service Provider shall treat the Personal Information that comes to its knowledge or into its possession as confidential and shall not disclose it without the prior written consent of Kumnkani Mhlontlo LM.

1.2. Security measures

1.2.1. Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

(a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
(b) Unlawful access to or processing of the Personal Information.

1.2.2. Service Provider shall take reasonable measures to:

(a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;
(b) Establish and maintain appropriate safeguards against the risk identified;
(c) Regularly verify that the safeguards are effectively implemented;
(d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
(e) Shall notify Kumnkani Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

1.2.3. Service Provider shall:

(a) Have due regard to generally accepted information security practices and processes which may apply to it;

(b) Comply with Kumnkani Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Kumnkani Mhlontlo LM undertakes to keep Service Provider informed from time to time; and

(c) Within five (5) business days of a request from Kumnkani Mhlontlo LM, Service Provider shall provide to Kumnkani Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

1.3. Service Provider's general obligations with regards to Personal Information

1.3.1. In addition to the other obligations set out in this clause, Service Provider shall:

(a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;

(b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used by Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;

(c) Deal promptly and properly with all reasonable inquiries from Kumnkani Mhlontlo LM relating to its Processing of the Personal Information and provide to Kumnkani Mhlontlo LM copies of the Personal Information in the format reasonably specified by Kumnkani Mhlontlo LM;

(d) Promptly inform Kumnkani Mhlontlo LM of its inability to comply with Kumnkani Mhlontlo LM's instructions and this clause, in which case Kumnkani Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;

(e) Provide Kumnkani Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and

(f) At the request of Kumnkani Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

1.4. Notifications

1.4.1. Service Provider must notify Kumnkani Mhlontlo LM in writing:

(a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential consequences of the compromise, including, if known to Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;

(b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Kumnkani Mhlontlo LM's obligations in terms of POPIA and provide Kumnkani Mhlontlo LM with full details of such request or complaint; and

(c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

1.5. Return or destruction of Personal Information

Upon termination of this Agreement or upon request by Kumnkani Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Kumnkani Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Kumnkani Mhlontlo LM, destroy such material and shall certify to Kumnkani Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Kumnkani Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

1.6. Warranties

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

1.7. Indemnities

Service Provider hereby indemnifies and holds harmless Kumnkani Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Kumnkani Mhlontlo LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

1.8. Ownership of Information

1.8.1. Service Provider acknowledges and agrees that Kumnkani Mhlontlo LM retains all right, title and interest in and to the Personal Information.

1.8.2. Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased or otherwise disposed of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees

SIGNED AT_____ONTHIS_____DAY _____2026		
FOR AND ON BEHALF OF KUMNKANI MHLONTLO LOCAL MUNICIPALITY		**FULL NAMES: MR L Matiwane** **CAPACITY: ACTING MUNICIPAL MANAGER**
WITNESS 1: **Names:_____**		**WITNESS 2:** **Names:_____**

SIGNED AT _____ ON THIS _____DAY OF _____2024			
FOR AND ON BEHALF OF COMPANY NAME		**FULL NAMES ----------** **CAPACITY :COMPANY DIRECTOR**	
WITNESS 1: **Names:_____**		**WITNESS 2:** **Names:_____**	

MBD 1

INVITATION TO BID

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

LSDF/LED/KMLM/2026/27 CLOSING DATE: 17/12/2026

CLOSING TIME: **12:00 pm**

DESCRIPTION: **APPOINTMENT OF SERVICE PROVIDER TO DEVELOP THE TSOLO JUNCTION LOCAL SPATIAL DEVEVOPMENT FRAMEWORK 2026/27.**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

P.O. BOX

QUMBU

5180

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

96 LG Mabindla Street

Qumbu

5180

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

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……

FACSIMILE NUMBER CODE…… .NUMBER……

E-MAIL ADDRESS……...

VAT REGISTRATION NUMBER……

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

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 SOUITH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) □

A REGISTERED AUDITOR □

(Tick applicable box)

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER ……

DATE……

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED .....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Kumnkani Mhlontlo Local Municipality

Department: SCM

Contact Person: Ms Z Lutshetu

Tel: 047 553 7022

Email: zlutshetu@mhlontlolm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: SDF

Contact Person: Ms B Khoase

Tel: 071 863 3501

Email: bkhoase@mhlontlolm.gov.za

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state∗.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: ……

3.2 Identity Number: ……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

3.6 Are you presently in the service of the state∗ **YES / NO**

∗ 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

3.6.1 If so, furnish particulars.

……

……

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

3.7.1 If so, furnish particulars.

……

……

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

……

……

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

3.9.1 If so, furnish particulars

---

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.

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

3.10.1 If so, furnish particulars.....

.....

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

3.11.1 If so, furnish particulars.....

.....

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

The applicable preference point system for this tender is the 90/10 preference point system.

The applicable preference point system for this tender is the 80/20 preference point system.

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

1.4 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation and "bid" has a corresponding meaning

(c) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(d) **"consortium or joint venture"** 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;

(e) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(h) **"non-firm prices"** means all prices other than "firm" prices;

(i) **"person"** includes a juristic person;

(j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"rand value***"* means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

(l) **"Reconstruction and Development Programme"** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(m) **"specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(n) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice; (o) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(p) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

(q) **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

(r) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.1.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tender Price			**90**	**80**
HDI -Equity ownership			5	10
Youth-Enterprise 18-35 years (MLM)			1	2
Women-Equity ownership			1	2
Disability-Equity ownership			1	2
Rural Enterprise			1	2
SUB-TOTAL (Specific goals)			**1**	2
TOTAL			**10**	**20**

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y}\right] \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **"bid"** includes advertised competitive bids, written price quotations or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"**means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.
Indicate the rate(s)of exchange against the appropriate currency in the table below:

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. .....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… ……..

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to

request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

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

…….. **……..**

Signature **Date**

……. **……..**

Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…… ……

Signature Date

…… ……

Position Name of Bidder