



KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASIPALA WASECAPE AGULHAS

**TENDER: COMPREHENSIVE REVIEW AND COMPILATION
OF THE CAPE AGULHAS MUNICIPAL SPATIAL
DEVELOPMENT FRAMEWORK FOR THE 2027-2032 IDP
CYCLE, INCLUDING A CAPITAL EXPENDITURE
FRAMEWORK
SCM14/2026/27**

BIDDERS NAME:	_____	
CONTACT NUMBERS	Phone:	e-mail:
BBBEE STATUS LEVEL	_____	
CSD REGISTRATION NR	MAAA	
BID AMOUNT:	R _____ (VAT inclusive)	

For Office Use	OFFICIAL STAMP
Official 1:	
Official 2:	

NO.	DESCRIPTION	PAGE NUMBERS
1	Checklist	3
2	Advert	4
3	Invitation to Bid CAMBD 1 (Compulsory Returnable Document)	5 - 6
4	Terms of reference & Functionality	7 – 27
5	Pricing Schedule	28 - 31
6	Tax Compliance Status Pin Requirements CAMBD 2 (Compulsory Returnable Document)	32
7	Authority of Signatory (Schedule 1 A) (Compulsory Returnable Document)	33 – 34
8	Compulsory Enterprise Questionnaire (Schedule 1B) (Compulsory Returnable Document)	35
9	Documents of Incorporation (Schedule 1C) (Compulsory Returnable Document)	36
10	Payment of Municipal Accounts (Schedule 1D) (Compulsory Returnable Document)	37– 38
11	Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificates (Schedule 1E) (Compulsory Returnable Document)	39– 40
12	Work satisfactorily carried out by the tenderer (Schedule 1F) (Compulsory Returnable Document)	41– 42
13	Special Condition	43– 45
14	Form of Offer & Acceptance	46 – 47
15	Contract Data	48
16	General Conditions of Contract	49 – 54
17	Declaration of Interest CAMBD 4 (Compulsory Returnable Document)	55– 58
18	Procurement Points Claim Forms in terms of the Preferential Procurement Regulations 2022. CAMBD 6.1 (Compulsory Returnable Document)	59– 63
19	Contract Rendering of Services CAMBD 7.2 (Compulsory Returnable Document)	64 – 65
20	Declaration of Bidder's Past Supply Chain Management Practices CAMBD 8 (Compulsory Returnable Document)	66 – 67
21	Certificate of Independent Bid Determination CAMBD 9 (Compulsory Returnable Document)	68– 71

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes		No	
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes		No	
3.	(CAMBD 2) Are a Tax Compliance status pin attached	Yes		No	
4.	(Schedule 1 A) Authority of Signatory - Is the form duly completed and signed?	Yes		No	
5.	(Schedule 1B) Enterprise Questionnaire -Is the form duly completed and signed?	Yes		No	
6.	(Schedule 1C) Documents of Incorporation - Is the form duly completed and signed?	Yes		No	
7.	(Schedule 1D) Payment of Municipal Accounts - Is the form duly completed and signed?	Yes		No	
8.	(Schedule 1E) B-BBEE certificate - Is the form duly completed and signed? Is a <u>certified or an original certificate attached</u>	Yes		No	
9.	(Schedule 1F) Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes		No	
10.	Form of Offer - Is the form duly completed and signed?	Yes		No	
11.	Contract data - Is the form duly completed and signed?	Yes		No	
12.	(CAMBD 4) declaration of interest- Is the form duly completed and signed?	Yes		No	
13.	(CAMBD 6.1) Preference points claimed- Is the form duly completed and signed?	Yes		No	
14.	(CAMBD 8) Signed declaration of bidder's past supply chain management practices	Yes		No	
15.	(CAMBD 9) Prohibition of Restrictive Practices be completed and signed.	Yes		No	
16.	All bids must be submitted in writing on the official forms (not re-typed).	Yes		No	
17.	Bidder must initial every page of this bid document.	Yes		No	

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

Signed Date

Name Position

Tenderer

	CAPE AGULHAS MUNICIPALITY		
	REQUEST FOR TENDERS		
	ADVERTISED ON	MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER	
	TENDER NO:	SCM14/2026/27	
Tenders are hereby invited for:	COMPREHENSIVE REVIEW AND COMPILATION OF THE CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE 2027-2032 IDP CYCLE, INCLUDING A CAPITAL EXPENDITURE FRAMEWORK		
PUBLISHED DATE:	01 October 2026	CLOSING DATE:	23 October 2026
CLOSING TIME:	No later than 12H00. Tenders will be opened immediately thereafter, in public at the Cape Agulhas Municipality, 1 Dirkie Uys Street, Bredasdorp.		
AVAILABILITY OF BID DOCUMENTS:			
Tender documents are available from Me G Koopman at telephone number 028-425-5500 during office hours or email at geraldinek@capeagulhas.gov.za .			
Date Available:	01 October 2026	Non-refundable Fee:	R 0. 00
BID RULES:			
- Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document. - The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed with: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF TENDER. - Tender Documents must be deposited in the Tender Box, at Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280. - Tenders may only be submitted on the Tender documentation issued by the Municipality. - A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender - The two-stage bidding process will be followed in evaluating this tender. Firstly, it will be evaluated for functionality and thereafter for price and preference - The Cape Agulhas Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept ant tender, as it may deem expedient. - Tenderers are required to be registered on the Accredited Supplier Database (CSD) from the website https://secure.csd.gov.za			
Tenders shall be evaluated in terms of the Cape Agulhas Municipality Supply Chain Management Policy & Preferential Procurement		Suppliers may claim preference points in terms of the 80/20 . Price: 80 Specific Goals: (20) a) B-BBEE Status Level contributor: 10 b) Locality of Supplier: 10 Total Points: 100	
Site Meeting / Information Session		n/a	
		Validity Period	90 days
ANY ENQUIRES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRES REGARDING THE QUOTING PROCEDURE MAY BE DIRECTED TO:	
Division	Planning & Community Services	Division	Supply Chain Management
Contact Person:	Mr Abraham Theron	Contact Person:	Ms. G Koopman
Tel:	e-mail Enquires Only	Tel:	e-mail Enquires Only
E-mail:	abrahamt@capeagulhas.gov.za	E-mail:	geraldinek@capeagulhas.gov.za

WP RABBETS
MUNICIPAL MANAGER
PO BOX 51
BREDASDORP
7280

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY			
BID NUMBER:	SCM14/2026/27	CLOSING DATE:	23 October 2026
		CLOSING TIME:	12:00
DESCRIPTION	COMPREHENSIVE REVIEW AND COMPILATION OF THE CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE 2027-2032 IDP CYCLE, INCLUDING A CAPITAL EXPENDITURE FRAMEWORK		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

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

CAPE AGULHAS MUNICIPALITY			
1 DIRKIE UYS STREET			
BREDASDORP			
7280			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPAMUNICIPALITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE: SCM	DEPARTMENT	Planning & Community Services
CONTACT PERSON	Geraldine Koopman	CONTACT PERSON	Mr Abraham Theron
TELEPHONE NUMBER	028 425 5500	TELEPHONE NUMBER	028 425 5500
E-MAIL ADDRESS	geraldinek@capeagulhas.gov.za	E-MAIL ADDRESS	abrahamt@capeagulhas.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPAMUNICIPALITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TERMS OF REFERENCE / SCOPE OF WORK

TABLE OF CONTENTS

Comprehensive Review and Compilation of the Cape Agulhas Municipal Spatial Development Framework for the 2027-2032 IDP Cycle, including a Capital Expenditure Framework.

Section	Title
1	Definitions and abbreviations
2	Purpose
3	Municipal and project background
4	Nature of the appointment and intended outcome
5	Project objectives
6	Legislative, policy and guidance framework
7	Guiding principles and minimum quality standards
8	Scope of services and phased methodology
9	Cape Agulhas-specific planning matters
10	Public participation, governance and decision-making structures
11	Deliverables, acceptance and technical formats
12	Data, GIS, tooling, intellectual property and handover
13	Project management, reporting and quality control
14	Responsibilities
15	Contract period and programme
16	Bid evaluation methodology
17	Bid submission requirements
18	Required professional team and minimum competence
19	functionality evaluation matrix
20	Pricing, payment and financial conditions
21	Performance management, delay, change control and disputes
22	General contractual and ethical requirements
23	Enquiries
Annexure A	Deliverable, acceptance and indicative payment schedule
Annexure B	Pricing schedule
Annexure C	Minimum source-data and document register

1. DEFINITIONS AND ABBREVIATIONS

Term	Meaning
CAM	Cape Agulhas Municipality.
CEF	Capital Expenditure Framework: a consolidated, prioritised, sequenced and financially constrained portfolio of municipal capital projects over a minimum ten-year horizon.
CIF	Capital Investment Framework: the broader place-based view of municipal and non-municipal infrastructure investment within the municipal area.
DEA&DP	Western Cape Department of Environmental Affairs and Development Planning.
ESMP	Engineering Sector Master Plan.
Functional Area	A wall-to-wall spatial unit with similar settlement form, service levels, infrastructure systems, demand characteristics and upgrading requirements.
IDP	Integrated Development Plan.
LTFP / LTFM	Long-Term Financial Plan / Long-Term Financial Model.
LTFS	Long-Term Financial Strategy.
M&E	Monitoring and Evaluation.
mSCOA	Municipal Standard Chart of Accounts.
MSDF	Municipal Spatial Development Framework.
MTREF	Medium-Term Revenue and Expenditure Framework.
Municipal Project Committee	The internal technical co-production structure comprising Planning, Engineering, Finance, IDP/Corporate Planning, GIS and other relevant municipal functions.
NSDF	National Spatial Development Framework.
ODMSDF	Overberg District Municipal Spatial Development Framework.
WCSDF	Western Cape Spatial Development Framework.
Professional Service Provider	The successful tenderer and all approved subcontractors and team members.
Project Steering Committee	The strategic and intergovernmental oversight structure comprising senior municipal officials, DEA&DP and relevant sector departments or entities.
Spatial Categories for Investment Planning	Areas with distinct spatial intent and infrastructure investment treatment, including priority investment, upgrading, consolidation, densification and long-term development areas.
SPLUMA	Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013).

2. PURPOSE

Cape Agulhas Municipality intends to appoint a suitably qualified multidisciplinary professional service provider to undertake a comprehensive review of the existing Cape Agulhas Municipal Spatial Development Framework 2022-2027 and to compile a new Municipal Spatial Development Framework for the 2027-2032 IDP cycle, including a compliant and implementable Capital Expenditure Framework.

The final MSDF must be adoption-ready and capable of replacing the current MSDF upon adoption by the Municipal Council as a core component of the new IDP. The assignment is therefore not a limited amendment or desktop update. It is the preparation of a successor MSDF that retains relevant evidence and proposals were justified, corrects identified deficiencies, updates the evidence base and produces a spatially explicit, financially grounded and implementable municipal planning instrument.

The current MSDF remains the operative spatial policy until the successor MSDF is lawfully adopted. The Municipality intends to conclude the appointment of the successful service provider by no later than 30 November 2026, with an anticipated contract commencement date of 1 January 2027. The final adoption-ready MSDF must be submitted by no later than 31 March 2028 and the service provider must support the Municipality to achieve Council adoption by no later than 30 June 2028.

3. MUNICIPAL AND PROJECT BACKGROUND

Cape Agulhas Municipality is a Category B local municipality within the Overberg District Municipality. The municipal area covers approximately 2,411 km² and includes Bredasdorp, Napier, Struisbaai, L'Agulhas, Suiderstrand, Waenhuiskrans/Arniston, Klipdale and Proteem, as well as Elim and an extensive rural hinterland characterised by agriculture, biodiversity assets, coastal systems, tourism, heritage resources and dispersed settlements.

The current Cape Agulhas MSDF 2022-2027 was adopted by Council on 31 May 2024. It provides the point of departure for this assignment but must be critically assessed against implementation progress, updated demographic and economic trends, infrastructure capacity, environmental and climate risks, housing and land demand, municipal financial realities, the development pipeline and the new provincial technical standards for MSDF and CEF preparation.

The previous MSDF procurement scope placed emphasis on updating the status quo and strengthening the CEF and implementation plan. Subsequent provincial review and practice development have demonstrated that future MSDFs require substantially more explicit quantification, functional-area analysis, infrastructure capacity assessment, economic and employment projections, transparent financial modelling, project-level mSCOA compatibility and acceptance-tested deliverables. This new ToR has been drafted accordingly.

4. NATURE OF THE APPOINTMENT AND INTENDED OUTCOME

The appointment is for a multidisciplinary professional service provider that can integrate, at minimum, three core MSDF capabilities throughout the assignment: (i) a Professional Planner to lead, coordinate and integrate the statutory MSDF process; (ii) an Economist / Spatial Economist to undertake and support the economic, employment and growth analysis required for the MSDF, including SPLUMA section 21(g); and (iii) a GIS / Spatial Data Specialist to manage the spatial evidence base, spatial analysis, mapping, geodatabases and final GIS handover. These core capabilities must operate as one coherent MSDF team. Because the assignment also includes SPLUMA section 21(h), a compliant Capital Expenditure Framework and other specialist planning inputs, the bidder must additionally demonstrate access to the engineering, municipal finance / CEF and other specialist expertise specified in Section 16. Such specialist inputs may be provided by team members or approved subcontractors, but responsibility for integration and delivery remains with the Lead Professional Planner.

The intended outcome is a Council-adoptable MSDF comprising a five-year spatial development plan aligned to the 2027-2032 IDP cycle, a longer-term spatial vision and structuring framework, settlement-scale proposals, a legally compliant implementation framework, a quantified and spatially depicted CEF, an annual review protocol and a complete editable technical evidence base. The final adoption-ready MSDF must be delivered by 31 March 2028, followed by adoption support, final approved outputs and technical handover through 30 June 2028.

NON-NEGOTIABLE OUTCOME

A descriptive MSDF, a generic project list, a narrative CEF, municipal-wide averages without functional-area differentiation, uneditable consultant models, non-spatial project data or outputs that cannot inform the IDP, MTREF and mSCOA systems will not be accepted.

5. PROJECT OBJECTIVES

- Compile a new, credible and legislation-compliant MSDF that succeeds the 2022-2027 MSDF.
- Evaluate the implementation, relevance and internal consistency of the existing MSDF and identify what should be retained, amended, replaced or discontinued.
- Provide a defensible spatial evidence base at municipal, settlement, functional-area, node and precinct scales.
- Comply with SPLUMA section 21(g) by producing five-year economic activity and employment estimates and spatial representations.
- Comply with SPLUMA section 21(h) by identifying, quantifying and spatially locating engineering infrastructure capacity, constraints and five-year requirements.
- Comply with SPLUMA section 21(n) by preparing a minimum ten-year CEF with a project repository, demand model, affordability envelope, prioritisation framework and MTREF pipeline.
- Reconcile population, household and economic growth projections with a settlement-level land budget, development yields and infrastructure implications.
- Provide clear spatial guidance on urban edges, settlement hierarchy, nodes, corridors, infill, densification, upgrading, conservation, agricultural protection and long-term growth areas.
- Integrate climate resilience, coastal risk, seasonal population pressure, disaster risk, environmental constraints, heritage and rural land-use considerations.
- Establish a practical implementation, monitoring and annual review system that municipal officials can operate without ongoing consultant dependency.
- Ensure that all data, models, maps, formulas and source files are transferred to the Municipality in editable and auditable formats.

6. LEGISLATIVE, POLICY AND GUIDANCE FRAMEWORK

The service provider must identify and apply all legislation, regulations, policies, guidelines and standards applicable at the date of performance. The following list is a minimum and is not exhaustive:

- The Constitution of the Republic of South Africa, 1996, including section 217 for procurement and the constitutional development obligations relevant to spatial planning.
- Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), including the Municipal Planning and Performance Management Regulations, 2001.
- Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013), particularly sections 7, 8, 12, 20 and 21.
- Western Cape Land Use Planning Act, 2014 (Act 3 of 2014), including applicable MSDF provisions and development principles.
- Cape Agulhas Municipality By-Law on Municipal Land Use Planning and any approved MSDF process plan.
- Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003), Municipal Supply Chain Management Regulations and applicable municipal financial policies.
- Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), Preferential Procurement Regulations, 2022 and the current CAM Preferential Procurement Policy.
- The current Cape Agulhas Municipality Supply Chain Management Policy and applicable National Treasury MFMA circulars and standards.
- National Environmental Management Act, 1998, National Environmental Management: Integrated Coastal Management Act, National Environmental Management: Biodiversity Act and applicable environmental management frameworks.
- National Heritage Resources Act, 1999 and applicable provincial heritage requirements.
- Disaster Management Act, 2002 and relevant climate-change, coastal-risk and disaster-management frameworks.
- Western Cape Land Use Planning Guidelines: Rural Areas, 2019.
- DLRRD / DRDLR Municipal Spatial Development Framework Guidelines and minimum mapping standards.
- Western Cape DEA&DP MSDF Support Toolkit, Annual Review Practice Note, CEF Practice Note 1 and, as technical benchmarks, the 2026 draft Practice Notes on SPLUMA sections 21(g), 21(h) and 21(n).

- National Spatial Development Framework (NSDF), Western Cape Spatial Development Framework (WCSDF) and Overberg District Municipal Spatial Development Framework (ODMSDF), including any approved successor, review or amendment applicable at the date of performance.
- National Treasury and municipal mSCOA requirements for capital project definition, regional allocation, funding and reporting.
- The current Cape Agulhas MSDF 2022-2027, relevant previous municipal SDF/MSDF documents and implementation records, together with the approved IDP, budget, SDBIP, sector plans, infrastructure master plans, housing pipeline, environmental plans and other municipal and intergovernmental planning instruments.

7. GUIDING PRINCIPLES AND MINIMUM QUALITY STANDARDS

- **Legality and procedural integrity.** The process and product must comply with statutory content and participation requirements and must be supported by a complete portfolio of evidence.
- **Spatial explicitness.** Findings, projections, constraints, proposals, projects and investment priorities must be mapped at an appropriate scale and linked to GIS data.
- **Quantification.** Population, households, development yields, land demand, employment, economic activity, infrastructure demand, capacity, costs and affordability must be quantified using transparent assumptions.
- **Interdisciplinary co-production.** Planning, Engineering and Finance must jointly own the CEF and must actively participate in assumptions, models and prioritisation.
- **Differentiated analysis.** Municipal-wide averages may not substitute for settlement and functional-area analysis.
- **Implementation realism.** The MSDF must distinguish between policy intent, serviceability, project readiness, legal approvals, funding and implementation sequencing.
- **Lifecycle affordability.** Capital, operating, maintenance, renewal and replacement implications must be considered.
- **Traceability and auditability.** Every capital project must be traceable to a source, spatial need, demand calculation, priority score and funding status.
- **No black-box systems.** All models and tools must be transparent, editable and independently operable by municipal officials.
- **Data governance.** Data quality, source, date, limitations, assumptions and ownership must be documented.
- **Uncertainty.** Forecasts must include caveats, scenarios where appropriate and clear distinction between observed data, modelled values and professional judgement.
- **Accessibility.** The final MSDF must include an executive summary, clear maps, plain-language public material and accessible digital files.

8. SCOPE OF SERVICES AND PHASED METHODOLOGY

The service provider must provide all professional services, project management, analysis, facilitation, drafting, mapping, modelling, quality assurance and handover required to complete the phases below. The phases are sequential but iterative. No later phase may conceal or compensate for failure to meet an earlier acceptance test.

8.1 Phase 0: Inception, precondition assessment and project mobilization

Within fourteen calendar days of commencement, the service provider must submit an Inception Report for written approval. No substantive Phase 1 work may be invoiced before approval of the Inception Report.

- Confirm the statutory process, Council-approved IDP/MSDF process plan and the critical programme milestones: intended appointment by 30 November 2026; anticipated commencement on 1 January 2027; final adoption-ready MSDF by 31 March 2028; and Council adoption and final handover by 30 June 2028.
- Complete a pass/fail assessment of the minimum MSDF and CEF inputs: spatial structuring logic; functional areas; ten-year population and household projections; land budget and yields; infrastructure capacity and constraints; and long-term financial outlook.
- Identify each gap and propose a costed and programmed gap-filling response. No gap may be silently addressed through undocumented assumptions.

- Confirm the Municipal Project Committee, Project Steering Committee, meeting calendar, roles, data owners and sign-off responsibilities.
- Submit a detailed work breakdown structure, critical path, milestone programme, resource schedule, stakeholder plan, public participation plan, risk register and quality-management plan.
- Confirm the proposed section 21(g), section 21(h), land-budget, infrastructure-demand, CEF and financial-modelling methodologies.
- Complete a source-data audit and data-request register.
- Confirm the LTFP scenario with the Finance office and document the approved approach.
- Confirm the proposed payment schedule linked to deliverable acceptance.

8.2 Phase 1: Review of the current MSDF and implementation performance

- Undertake a structured implementation audit of the 2022-2027 MSDF, including all municipal-wide and settlement proposals, projects, policies, urban edges, growth areas and implementation commitments.
- Classify each current MSDF proposal or project as implemented, partially implemented, not commenced, superseded, no longer relevant, dependent on another intervention, unfunded or requiring reconsideration.
- Assess the continued relevance of the current spatial vision, settlement hierarchy, spatial strategies and capital investment logic.
- Identify inconsistencies between text, maps, project descriptions, land allocations and implementation tables, including previously identified inconsistencies in Arniston project descriptions and any other settlement-specific contradictions.
- Assess whether infrastructure, housing, environmental, land-ownership, cadastral, economic and demographic assumptions used in the current MSDF remain valid.
- Prepare a formal Retain / Amend / Replace / Remove register for all material current MSDF content.
- Prepare a lessons-learned memorandum identifying institutional and implementation constraints that the successor MSDF must address.

8.3 Phase 2: Policy context, status quo, spatial evidence base and synthesis inputs

The service provider must update the evidence base only to the level required for a defensible successor MSDF.

Descriptive background must not crowd out analysis, synthesis and implementation. At minimum, the status quo must address: Alignment with the NSDF, WCSDF, ODMsDF, the municipal IDP/MSDF policy framework and other applicable national, provincial, district and municipal policies, including cross-boundary functional relationships.

- Population, household formation, migration, age structure, income, poverty, settlement patterns and at least ten-year growth scenarios.
- Housing need, informal settlements, backyard accommodation, human-settlement pipeline, municipal land and land-acquisition requirements.
- Land use, zoning, approved rights, development applications, building activity, property values, municipal valuation data and the approved development pipeline.
- Settlement hierarchy, nodes, corridors, accessibility, public transport, freight and movement systems.
- Agriculture, rural settlements, agri-processing, tourism, fisheries, aquaculture, renewable energy and other economic sectors relevant to Cape Agulhas.
- Biodiversity, critical biodiversity areas, ecological support areas, protected areas, agricultural resources, water resources and environmental constraints.
- Heritage resources, cultural landscapes, settlement character, scenic routes and heritage precincts.
- Coastal processes, sea-level and storm-surge risk, littoral systems, erosion, estuaries, dunes and coastal-management constraints.
- Climate change, drought, flooding, fire, disaster risk and municipal resilience.
- Community facilities, social services, open-space systems, cemeteries and municipal property requirements.
- Infrastructure systems, capacities, condition, backlogs, risk, planned upgrades, asset renewal and seasonal demand.

- Municipal finance, revenue base, capital programme, operating implications, affordability and institutional capacity.
- The phase must conclude with a spatial synthesis that identifies the principal spatial challenges, opportunities, risks, trade-offs and areas of decision. The synthesis must be mapped and must directly inform the conceptual framework and proposals.

8.4 Phase 3: SPLUMA section 21(g) economic activity and employment analysis

The MSDF must include, at minimum, the three section 21(g) outputs specified in the 2026 DEA&DP draft Practice Note:

- Five-year estimates of economic activity by economic sector, including the structure of the municipal economy and sectors expected to grow, decline or remain stable.
- Five-year employment trend estimates by sector, with attention to labour-force characteristics, skills, informality, seasonal employment and major development or sector shifts.
- Spatial representation of current and projected economic activity and employment at sub-municipal scale, identifying established nodes, emerging clusters, vulnerable areas and likely shifts.

The service provider may use trend-based projections, including historical GVA CAGR and spatial allocation through CSIR Mesozones or an equivalent transparent method, but must document all data sources, dates, formulas, limitations and assumptions. Projections must be presented as indicative planning evidence, not deterministic forecasts. Municipal administrative data, including valuation, building plans, zoning, land-use applications, billing, licences, capital projects, tourism and infrastructure data, must be used where appropriate to improve local spatial interpretation.

The minimum maturity level is mandatory. Advanced or enhanced analysis, dashboards or scenarios may be proposed only where the tender price and municipal capacity support their maintenance after handover.

8.5 Phase 4: SPLUMA section 21(h) engineering infrastructure integration

The service provider must identify, quantify and spatially locate engineering infrastructure and service-provision requirements for existing and future development over at least the statutory five-year horizon, while supporting the longer MSDF and CEF horizons.

- Compile a spatial infrastructure inventory for water, sanitation, electricity, roads, stormwater, flood management, solid waste and other systems that materially affect spatial development.
- Assess bulk and reticulation capacity, current utilisation, asset condition, operational performance, service backlogs, system risks, reserve capacity and planned upgrades.
- Distinguish theoretical demand arising from existing zoning rights from actual development demand and actual infrastructure capacity.
- Assess the approved development pipeline against capacity, planned investments and the MSDF spatial vision.
- Identify capacity thresholds that constrain development and interventions required to unlock priority areas.
- Explicitly assess seasonal tourism and holiday demand in the coastal settlements and other peak-demand areas.
- Identify climate, environmental and disaster risks affecting infrastructure location, operation and investment.
- Assess infrastructure interdependencies and sequencing, including water-sanitation, electricity-development, road-access, stormwater-flood and waste-land-use relationships.
- Identify opportunities for nature-based, alternative, off-grid, modular or incremental service solutions where appropriate and legally permissible.
- Identify lifecycle, operating, maintenance, renewal and replacement implications and align them with financial planning.
- Prepare service-capacity, risk and development-readiness maps at municipal and settlement scales.

Engineering Sector Master Plans are primary inputs, but they must be tested for currency, assumptions, spatial alignment and implementation. The MSDF does not replace detailed engineering master plans or designs. It must translate engineering evidence into spatial decisions, development phasing, policy statements, implementation actions and CEF inputs.

8.6 Phase 5: Spatial synthesis, vision and conceptual framework

- Prepare a concise, integrated synthesis of the evidence and identify the strategic choices confronting the Municipality.
- Review or reformulate the long-term spatial vision and spatial development objectives.
- Confirm the settlement hierarchy and the role, function and growth expectations of each settlement and rural area.
- Develop a municipal spatial concept showing structuring elements, environmental systems, agricultural areas, settlement relationships, strategic movement routes, nodes, corridors and areas of spatial transformation.
- Test alternative spatial-development scenarios against infrastructure cost, environmental risk, land availability, accessibility, housing need, economic opportunity and municipal affordability.
- Obtain documented Municipal Project Committee and Project Steering Committee endorsement of the preferred conceptual framework before detailed proposals proceed.

8.7 Phase 6: Municipal-wide and settlement spatial proposals

The MSDF must contain clear, mapped, policy-linked and implementation-oriented spatial proposals at municipal-wide and settlement scales. The spatial proposals must address the following:

- Settlement hierarchy, growth-management approach and spatial-development priorities.
- Urban edges and criteria for edge review, infill, densification, consolidation and long-term expansion. Nodes, corridors, activity streets, tourism areas, economic areas, industrial areas, agri-processing opportunities and rural service points.
- Priority housing and human-settlement areas, informal-settlement upgrading, land release, municipal land, land acquisition and tenure considerations.
- Environmental, biodiversity, coastal, agricultural, heritage, landscape and disaster-risk management proposals.
- Movement, access, public transport, non-motorised transport, freight and parking considerations at the appropriate strategic level.
- Infrastructure-dependent development phasing, including areas that are serviceable, conditionally serviceable, upgrade-dependent or to be deferred.
- Community facilities, open space, recreation, cemeteries, waste facilities and municipal service sites.
- Precinct or local spatial-planning priorities, including coastal public areas, harbour precincts, L'Agulhas Lighthouse Precinct, Arniston harbour and aquaculture areas, Struisbaai harbour / Duiker Street and other locations requiring finer-grained planning.
- A wall-to-wall Functional Area map and Spatial Categories for Investment Planning at municipal and settlement scales.
- A reconciled land budget and development-yield model for residential, commercial, industrial, institutional and other relevant land uses by functional area.
- A spatial-phasing plan distinguishing near-term, medium-term and long-term actions.

8.8 Phase 7: Capital Expenditure Framework

The CEF must be a project-level, spatially referenced, financially tested decision-support instrument. It must cover municipal capital expenditure over a minimum ten-year horizon and record major non-municipal investment needs separately for coordination purposes. It must follow the five-phase method below.

8.8.1 CEF Phase 1: Information gathering and project repository

- Obtain and register all relevant IDP, MTREF, infrastructure master plan, sector plan, asset-management, housing, transport, grant, project-pipeline and MSDF source documents in editable format where available.
- Extract all capital projects into one structured repository with unique project ID, name, description, source, sector, type, functional area, spatial category, GIS reference, estimated capital cost, timing, responsible department, funding source, mSCOA fields, mandate and data-quality level.

- Disaggregate programme-level entries into discrete projects where practical and remove non-project narrative items.
- Test for duplication, retain traceability to all original sources and record risks, dependencies and sequencing constraints.
- Spatially locate at least 90% of projects and classify each as municipal, non-municipal or shared mandate.
- Prepare an Existing Commitments Register covering MTREF projects, roll-overs and assets under construction.

8.8.2 CEF Phase 2A: Functional areas, growth modelling and land budget

- Delineate wall-to-wall Functional Areas using infrastructure service areas, catchments, settlement form, land use, service levels, infrastructure condition and socio-economic characteristics. Administrative boundaries may only be used where justified.
- Align or cross-walk Functional Areas with the mSCOA regional segment.
- Define and map Spatial Categories for Investment Planning at municipal and settlement scales.
- Prepare quantitative functional-area profiles, including population, households, income where available, economic characteristics, customer base, access to services and service levels.
- Develop at least baseline and high-growth population and household scenarios over a minimum ten-year horizon, spatially allocated to functional areas.
- Quantify land required and land available by use, including infill, densification and greenfield supply, and state development-yield assumptions.
- Reconcile land demand and supply and close the land budget per functional area.
- Identify priority development sites, early infrastructure areas and deferred areas.

8.8.3 CEF Phase 2B: Infrastructure demand and intervention requirements

- Quantify growth-driven demand, backlog demand and renewal/replacement demand separately by infrastructure sector and functional area.
- Explicitly quantify non-residential demand. It may not be omitted or treated as a residual.
- Use documented service standards, unit rates, land assumptions, timing and asset-condition information.
- Compare demand with capacity to determine shortfalls, interventions, costs and development dependencies.
- Distinguish total place-based demand from municipal capital demand.
- Identify land acquisition, land release, operational and maintenance requirements and cross-sector sequencing.
- Reconcile modelled interventions with the project repository and identify missing, duplicate or overlapping projects.
- Map infrastructure investment requirements over Functional Areas and Spatial Categories for Investment Planning.

8.8.4 CEF Phase 3: Ten-year affordability envelope and LTFS

- Assess whether the current LTFP/LTFM is current and fit for purpose and document the result.
- Apply the Finance-approved scenario: use an existing current LTFP; update or replace it; or use a simplified but defensible model based on audited financial statements.
- Project revenue, operating expenditure, capital expenditure, existing commitments, borrowing capacity, debt service, grants and internal reserves over at least ten years.
- Include operating and maintenance implications of proposed new infrastructure.
- Derive a maximum affordable capital envelope and quantify the gap between required and affordable investment.
- Prepare a Long-Term Financial Strategy setting out funding mix, trade-offs, affordability interventions and implications for service delivery and financial sustainability.

8.8.5 CEF Phase 4: Prioritisation framework

- Develop a transparent, documented and agreed project-prioritisation tool with no more than fifteen criteria unless otherwise approved.
- Include spatial alignment, engineering need, legal obligations, backlog reduction, asset renewal, project readiness, environmental and social considerations, financial sustainability, operating impact and revenue implications as appropriate.
- Apply financial sustainability as a mandatory screening condition before ranking where required by the approved methodology.
- Obtain Council or political input on the prioritisation principles without allowing ad hoc alteration of technical scores.
- Retain all individual scoring sheets, assumptions, reasons and workshop evidence.

8.8.6 CEF Phase 5: Prioritised capital investment programme and MTREF pipeline

- Score, rank and sequence the reconciled municipal project portfolio.
- Fit the programme within the ten-year affordability envelope while accounting for dependencies and committed projects.
- Classify projects as committed, affordable/funded, conditionally affordable, unfunded or deferred.
- Produce a three-year MTREF pipeline that can be translated into mSCOA-compliant project registration and budget processes.
- Prepare spatial analysis and maps showing how the affordable programme supports the MSDF and spatial transformation.
- Prepare the CEF chapter for inclusion in the MSDF and provide all supporting Excel models and GIS layers.
- Prepare an Annual Update Protocol that municipal officials can execute without consultant assistance.

8.9 Phase 8: Implementation framework and monitoring system

- Prepare an implementation matrix linking each spatial proposal and project to a responsible authority, timeframe, dependencies, estimated cost, funding source, performance indicator and monitoring frequency.
- Distinguish municipal actions, intergovernmental actions, regulatory actions, land actions, precinct-planning actions, infrastructure projects and private-sector enabling actions.
- Define implementation priorities for the first five years and link them to the IDP, MTREF, SDBIP and departmental plans.
- Prepare measurable indicators covering spatial alignment of capital expenditure, development within priority areas, infrastructure capacity, land release, housing delivery, environmental protection, project readiness and CEF affordability.
- Provide a standard annual MSDF implementation review template and a process for amendment or corrective action.

8.10 Phase 9: Draft MSDF, statutory participation and response to comments

- Compile the complete draft MSDF, including executive summary, status quo synthesis, spatial concept, proposals, section 21(g) outputs, section 21(h) outputs, CEF and implementation framework. The draft and statutory participation programme must be scheduled sufficiently early to allow comments to be addressed and the final adoption-ready MSDF to be submitted by 31 March 2028.
- Prepare all public notices, plain-language summaries, presentations, maps, digital materials and participation tools required by the approved process plan and legislation.
- Facilitate municipal-wide and settlement-based public participation, targeted stakeholder engagement, councillor workshops, intergovernmental engagement and sector-department review.
- Maintain a complete stakeholder database, attendance records, minutes, submissions and portfolio of evidence.
- Prepare a comments-and-responses register that records each submission, issue, professional response, recommended amendment and location of the change in the MSDF.

- Present the draft and comments analysis to the Municipal Project Committee, Project Steering Committee, relevant Portfolio Committee, Mayoral Committee and Council as required.

8.11 Phase 10: Final MSDF, adoption support and handover

- Incorporate approved amendments and submit a professionally edited, proofread, legally coherent and adoption-ready final MSDF to the Municipality by no later than 31 March 2028.
- Provide all technical and administrative adoption support required from 1 April to 30 June 2028, including preparation or refinement of the final Council report, executive summary for the IDP, adoption presentation, publication material and any amendments approved through the municipal decision-making process, to enable Council adoption by no later than 30 June 2028.
- Provide a final compliance schedule demonstrating how applicable statutory requirements and this ToR have been met.
- Complete the Portfolio of Evidence and final comments-and-responses register.
- Conduct technical handover and training for municipal Planning, Engineering, Finance, GIS and IDP officials.
- Demonstrate that every model, spreadsheet, map, database and update protocol can be operated and updated independently by municipal officials.
- Provide final approved editable, print-ready, web-ready and archival copies, complete the final technical handover and obtain written sign-off by no later than 30 June 2028.

9. CAPE AGULHAS-SPECIFIC PLANNING MATTERS

Without limiting the broader scope, the successor MSDF must explicitly investigate and provide clear spatial direction on the following Cape Agulhas matters:

- The role of Bredasdorp as the principal service centre and the appropriate distribution of growth, services and investment among the remaining settlements.
- The relationship and combined infrastructure pressures of Struisbaai, L'Agulhas and Suiderstrand, including seasonal tourism demand, coastal hazards, wastewater, water, roads, parking and public-space pressures.
- The future growth, housing, harbour, heritage, tourism and aquaculture considerations of Waenhuiskrans/Arniston.
- The spatial role, growth limits, infrastructure constraints and local opportunities of Napier, Elim, Klipdale and Proteem.
- Protection of high-value agricultural land, rural character, biodiversity networks, water resources and cultural landscapes while enabling appropriate agricultural, tourism, renewable-energy and rural economic development.
- Urban-edge review and the balance between infill, densification, approved development rights, greenfield growth and infrastructure affordability.
- Housing-pipeline reconciliation and settlement-specific land sufficiency rather than reliance on a municipal-wide land-surplus conclusion.
- Clear distinction between future-development indication, legal land-use rights, infrastructure readiness and funding availability.
- Coastal precincts, beach access, harbours, public space, informal and seasonal trading, tourism movement and parking management.
- Municipal land strategy, including land to retain, acquire, release, prepare or protect for housing, community facilities, infrastructure and economic development.
- Renewable-energy, climate-adaptation and resource-resilience opportunities and constraints.
- Correction of all map/text inconsistencies, ambiguous project descriptions and outdated references in the current MSDF.

10. PUBLIC PARTICIPATION, GOVERNANCE AND DECISION-MAKING STRUCTURES

10.1 Municipal Project Committee

The Municipality will establish a Municipal Project Committee as the primary co-production structure. It must include, at minimum, representatives of Town Planning / Spatial Planning, GIS, Water and Sanitation, Electrical Services, Roads and Stormwater, Solid Waste, Human Settlements, Finance / Budget, Asset Management, IDP / Strategic Planning and other relevant functions. The committee must actively validate assumptions, data, models and deliverables and may not be treated as a review-only structure.

10.2 Project Steering Committee / intergovernmental structure

A Project Steering Committee or equivalent intergovernmental structure must provide strategic direction, review milestone outputs and facilitate alignment with DEA&DP, the Overberg District Municipality, relevant provincial and national departments, state-owned entities and adjoining municipalities where appropriate.

10.3 Council and political oversight

Councillors must be engaged at defined milestones, including inception, spatial vision and scenarios, spatial proposals, CEF prioritisation principles, draft MSDF and final adoption. Political input must be documented and must not replace technical evidence, statutory requirements or transparent project scoring.

10.4 Public and stakeholder participation

The service provider must design and implement inclusive participation appropriate to the size and settlement structure of Cape Agulhas. Participation must include communities, landowners, business, agriculture, tourism, conservation, heritage, housing stakeholders, vulnerable groups, youth, traditional or community structures where relevant, infrastructure entities and government departments. The service provider must provide reasonable support for Afrikaans, English and isiXhosa communication as required by the Municipality.

10.5 Meeting and engagement provision

Engagement	Indicative allowance	Purpose
Municipal Project Committee	Allow for up to 10	Technical working and acceptance sessions
Project Steering Committee / intergovernmental	Allow for up to 5	Strategic alignment and milestone review
Councillor / Portfolio / Mayco workshops	Allow for up to 5	Vision, proposals, prioritisation, draft and final
Public settlement engagements	Allow for up to 8	Distribution to be confirmed in participation plan
Targeted sector / stakeholder workshops	Allow for up to 6	Engineering, finance, housing, economy, environment, agriculture, coastal and other sectors
Council presentations	Allow for up to 3	Process, draft and adoption as required
Final handover and training	Allow for up to 2	Technical and management handover

The bidder must include all professional time, facilitation, travel, accommodation, meeting preparation, minutes and materials required for the engagements provided for in the approved project programme. Engagements may be conducted in person, virtually or in hybrid format where approved by the Municipality. The Municipality will assist with invitations and logistical arrangements and will arrange and provide municipal venues where available. Statutory publications / advertisements and associated costs will be for the Municipality's account. Any non-municipal venue hire must be approved in writing by the Municipality before any cost is incurred.

11. DELIVERABLES, ACCEPTANCE AND TECHNICAL FORMATS

Deliverables must be submitted in draft for municipal review, revised in response to consolidated comments and accepted in writing against the acceptance criteria in Annexure A. Submission alone does not constitute acceptance.

- All reports in editable Microsoft Word and searchable PDF.
- All numerical models, registers, calculations and project repositories in fully editable Microsoft Excel, with formulas visible and documented.
- All GIS data in an agreed ESRI-compatible file geodatabase or map package, together with styles, metadata, coordinate reference, source, date and data dictionary.
- All maps as editable GIS projects and high-resolution PDF, PNG or JPEG outputs suitable for A3 and A4 printing and web publication.
- All presentations in editable PowerPoint and PDF.
- All notices, agendas, minutes, attendance records, comments, submissions and response schedules in editable and archival formats.
- All original graphics, photographs, infographics, icons and diagrams in editable source format where created under the contract.
- A complete electronic Portfolio of Evidence with a logical file structure and index.
- A final web-ready MSDF compliant with municipal accessibility and file-size requirements.
- Two encrypted or otherwise secure handover copies on media specified by the Municipality, in addition to transfer to the municipal document-management environment.

12. DATA, GIS, TOOLING, INTELLECTUAL PROPERTY AND HANDOVER

- All data collected, cleaned, derived or improved under the contract, and all project-specific systems, methods, templates, models and outputs, vest in Cape Agulhas Municipality, subject to lawful pre-existing intellectual property disclosed in the tender.
- The Municipality may provide data subject to confidentiality, licensing and POPIA conditions. The service provider may use it only for the project and must return or securely destroy restricted copies at completion if instructed.
- No black-box, locked, cloud-only, subscription-dependent or consultant-maintained system will be accepted as the sole delivery mechanism.
- Any proprietary tool used under the contract must be approved in writing and must not prevent municipal use of the underlying data, calculations and outputs in standard editable formats. The final municipal handover may not depend on proprietary or consultant-controlled access.
- All formulas, assumptions, source links, processing steps, scripts and data transformations must be documented.
- GIS topology, attribute completeness, coordinate systems and metadata must be quality checked before handover.
- The service provider must conduct structured handover and training and must demonstrate independent operation by municipal officials as a condition of final payment.
- The service provider must not publish, distribute or reuse confidential municipal data or draft policy positions without written authority.

13. PROJECT MANAGEMENT, REPORTING AND QUALITY CONTROL

- The service provider Project Manager must attend all principal project, steering, councillor and public sessions unless the Municipality approves a suitably qualified substitute in writing.
- A written monthly progress report must cover work completed, programme, expenditure, risks, decisions required, data outstanding, meetings, deliverable status and corrective actions.
- Minutes and action schedules must be submitted within five working days of each meeting unless otherwise agreed.
- The service provider must maintain a live decision register, issue register, risk register, data register and deliverable acceptance register.

- All deliverables must undergo internal multidisciplinary quality assurance before submission. The Municipality may reject documents containing material factual, legal, GIS, calculation, editorial or formatting defects.
- Consolidated municipal comments must be addressed in a comment-response table. The service provider must not treat silence from one department as acceptance where a formal acceptance process is prescribed.
- The service provider must identify emerging programme risk early and propose recovery action without waiting for a missed deadline.

14. RESPONSIBILITIES

14.1 Service provider responsibilities

- Full management and integration of all professional disciplines, subcontractors, deliverables and statutory processes.
- Provision of all technical work, modelling, mapping, facilitation, minutes, drafting, editing and handover required by this ToR.
- Validation of municipal data and transparent documentation of data gaps and assumptions.
- Preparation of notices, participation materials, reports and Council presentation content.
- Compliance with the approved programme, quality plan, confidentiality requirements and municipal instructions.
- Immediate disclosure of conflicts of interest and any circumstance that may compromise independence.
- Maintenance of adequate professional indemnity and other insurance specified in the tender.

14.2 Municipality responsibilities

- Contract administration, financial control and formal acceptance of deliverables.
 - Appointment of the Municipal Project Committee, Project Steering Committee and municipal project manager.
 - Timely provision of available policies, plans, data, GIS layers, financial information and departmental inputs, subject to lawful restrictions.
 - Coordination of internal municipal comments and decisions.
 - Assistance with invitations and logistical arrangements, including the booking and provision of municipal venues where available, communication of timeslots, statutory notices and municipal publication channels as allocated in the tender.
 - Responsibility for statutory publications / advertisements required for the MSDF process and the associated publication costs, in accordance with applicable legislation and the Municipal By-Law.
 - Access to councillors, officials and municipal systems reasonably required for the assignment.
- Timely escalation of interdepartmental or intergovernmental constraints.

15. CONTRACT PERIOD AND PROGRAMME

The Municipality intends to conclude the award and appointment of the successful service provider by no later than 30 November 2026. The anticipated commencement date is 1 January 2027. The contract period shall be eighteen (18) months, ending on 30 June 2028, subject to the commencement date stated in the Service Level Agreement. The final adoption-ready MSDF must be submitted to the Municipality by no later than 31 March 2028. The service provider must thereafter remain available and provide all necessary technical, administrative, adoption and handover support to enable Council adoption by no later than 30 June 2028.

The tenderer must submit a detailed programme working backwards from these critical milestones and demonstrating adequate time for technical preparation, intergovernmental engagement, statutory public participation, municipal review, committee and Council processing, incorporation of approved amendments and final handover. The programme may not assume immediate municipal approval of submitted deliverables. Bidders must identify the critical path and programme risks and provide realistic mitigation measures.

The Annual Update Protocol forms part of the core eighteen (18) month assignment and must enable Cape Agulhas Municipality to undertake subsequent annual MSDF and CEF implementation reviews without ongoing consultant dependency. No expectation or entitlement to an extension or further appointment is created by this Terms of Reference.

16. BID EVALUATION METHODOLOGY

Evaluation must be undertaken in the stages stated in the municipal tender document.

16.1 Stage 1: Administrative and mandatory responsiveness

Only bids that are administratively acceptable and meet the mandatory requirements may proceed. Mandatory requirements include the Lead Professional Planner's current SACPLAN registration; evidence of the required Spatial Economist / Economic Development and GIS / Spatial Data capabilities; current ECSA registration for the engineering specialist appropriate to the work; a suitably qualified Municipal Financial Planning / CEF Specialist; required bid forms, pricing, tax and CSD compliance, conflict declarations, key-personnel availability, acceptance of data/IP and editable-handover requirements, and any other requirements approved by SCM. Mandatory criteria must be objectively necessary, proportionate to the assignment and must not create unjustified barriers to competition.

16.2 Stage 2: Functionality

Functionality is scored out of 100 points. A minimum threshold is 70 points,. Bidders that fail the threshold will not proceed to price and preference evaluation.

16.3 Stage 3: Price and specific goals

Acceptable bids that meet the functionality threshold must be evaluated under the preference point system stated in the tender document. Under the Preferential Procurement Regulations, 2022, the 80/20 system applies to tenders with a value equal to or below R50 million inclusive of applicable taxes, and the 90/10 system applies above R50 million. The specific goals, points and evidence must be inserted by SCM in accordance with the current CAM Preferential Procurement Policy and MBD 6.1. This ToR does not substitute for the municipal preference schedule.

17. BID SUBMISSION REQUIREMENTS

In addition to all municipal returnable schedules and MBD forms, bidders must submit the following technical information in the order listed:

- An executive statement of understanding of the assignment and the principal Cape Agulhas spatial, infrastructure, financial and implementation challenges.
- A detailed methodology mapped to every phase, deliverable and acceptance criterion in this ToR.
- A project programme, work breakdown structure, critical path, resource schedule and cash-flow schedule demonstrating intended mobilisation from 1 January 2027, final adoption-ready MSDF submission by 31 March 2028, Council adoption support through 30 June 2028 and final handover within the 18-month contract period.
- An organogram identifying all firms, subcontractors, roles, reporting lines and percentage participation.
- CVs, certified qualifications where required, current professional-registration evidence and signed availability commitments for all key personnel.
- A schedule of directly comparable projects, client references, project value, dates, scope, role and contactable referees.
- A proposed public participation and governance approach.
- A proposed data, GIS, model and document architecture, including quality assurance, editable handover and no-black-box compliance.
- A proposed section 21(g), section 21(h), land-budget, CEF, LTFF and prioritisation methodology.
- A project risk register identifying procurement, programme, data, participation, infrastructure, finance and adoption risks.
- A detailed lump-sum pricing schedule by phase, staff role, hours, hourly rates, disbursements and VAT.
- Declaration of all potential conflicts of interest and confirmation of independence.
- Confirmation that all outputs will comply with the no-black-box and municipal handover requirements.

18. REQUIRED PROFESSIONAL TEAM AND MINIMUM COMPETENCE

The bidder must propose an integrated multidisciplinary team with sufficient availability for the full assignment. The three core MSDF capabilities that must be continuously available are the Lead Professional Planner, the Spatial Economist / Economic Development Specialist and the GIS / Spatial Data Specialist. In addition, appropriately qualified engineering and municipal financial planning / CEF expertise are mandatory specialist capabilities for the SPLUMA section 21(h) and CEF workstreams. Environmental, climate/coastal, heritage, public participation and other specialist inputs must be provided where required by the scope. One person may fulfil more than one role only where all qualification, registration, experience and capacity requirements are met and the bidder demonstrates that this will not compromise delivery or independence

Please indicate with an "X" whether the offer complies with the requirements. Bidders that do not comply with all the criteria below will be regarded as non-responsive			Yes	No	Comment
Role	Minimum qualification / registration	Minimum experience and competence			
CORE - Project Manager / Lead Professional Planner	Relevant planning degree; current SACPLAN registration as Professional Planner	Minimum 10 years relevant post-graduate professional experience; current SACPLAN registration as Professional Planner; demonstrated management of at least 3 municipal MSDF or comparable integrated spatial-planning assignments; strong SPLUMA, LUPA, IDP and facilitation competence.			
Planning support - Municipal Spatial Planning Specialist (may be fulfilled by Lead Professional Planner)	Relevant planning qualification; SACPLAN registration appropriate to role	Minimum 7 years relevant municipal spatial planning, land-use, precinct and settlement-planning experience.			
MANDATORY SPECIALIST - Municipal Infrastructure and Integrated Planning Engineer	Civil engineering degree; current ECSA registration as Professional Engineer or Professional Engineering Technologist appropriate to scope	Minimum 10 years integrated infrastructure, capacity, demand, master-planning, capital planning and municipal service-delivery experience.			
MANDATORY SPECIALIST - Municipal Financial Planning / CEF Specialist	Relevant finance, economics or accounting degree; applicable professional registration where relevant	Minimum 10 years relevant municipal financial planning experience, including long-term financial modelling, capital affordability, funding strategy, MTREF and CEF or comparable capital-investment planning experience.			
CORE - Spatial Economist / Economic Development Specialist	Relevant economics, development economics or regional planning qualification	Minimum 5 years local or regional economic analysis, employment forecasting and spatial-economic interpretation.			
CORE - GIS and Spatial Data Specialist	Relevant GIS, geomatics or spatial-data qualification; applicable professional registration where required	Minimum 7 years GIS database design, spatial analysis, cartography, metadata and ESRI environment experience.			

Please indicate with an "X" whether the offer complies with the requirements. Bidders that do not comply with all the criteria below will be regarded as non-responsive			Yes	No	Comment
Role	Minimum qualification / registration	Minimum experience and competence			
TARGETED SPECIALIST - Environmental / Climate / Coastal Planning Specialist	Relevant environmental, ecological, coastal or planning qualification; applicable registration where required	Minimum 7 years Western Cape environmental planning, biodiversity, climate-risk and/or coastal spatial-planning experience.			
TARGETED SPECIALIST - Heritage Specialist	Relevant heritage, architecture, archaeology or cultural-landscape qualification; applicable registration	Demonstrated municipal heritage inventory, cultural landscape and heritage-area delineation experience. May be a targeted specialist input.			
TARGETED SPECIALIST - Public Participation and Communications Specialist	Relevant communication, development facilitation or planning qualification	Minimum 5 years municipal statutory participation, facilitation and multilingual stakeholder engagement.			
SUPPORT - Project Administrator / Data Coordinator	Appropriate qualification and experience	Document control, minutes, stakeholder database, evidence portfolio and deliverable tracking.			

Mandatory responsiveness before functionality

- Lead Project Manager is a currently registered SACPLAN Professional Planner and meets the stated minimum experience.
- Key engineering professional has current ECSA registration appropriate to the work.
- Bid includes a qualified municipal finance / CEF specialist.
- Bid includes a Spatial Economist / Economic Development Specialist meeting the stated minimum competence.
- Bid includes a GIS / Spatial Data Specialist meeting the stated minimum competence.
- All key staff provide signed availability and conflict declarations.
- Bid accepts the intellectual-property, editable data, no-black-box and handover requirements.
- Bid includes a complete price and programme.
- Bid meets all municipal administrative returnable requirements.

For tender responsiveness and contract management, the Lead Professional Planner, Spatial Economist / Economic Development Specialist, GIS / Spatial Data Specialist, Professional Engineer and Municipal Financial Planning / CEF Specialist are key personnel or key professional capabilities. The Municipal Spatial Planning Specialist role may be fulfilled by the Lead Professional Planner where the stated competence and availability requirements are met. Other specialist roles may be provided as targeted inputs or approved subcontracted expertise. Failure to provide the compulsory qualifications, registrations, experience and availability evidence specified in the tender for key personnel may render the bid non-responsive. Replacement of key personnel after tender submission or award requires prior written approval, and any replacement must be demonstrably equal or superior.

19. FUNCTIONALITY EVALUATION MATRIX

The minimum threshold is 70/100.

Criterion	Points	Evidence	Scoring guide
1. Lead Professional Planner: qualification, registration and experience	10	CV; qualification; current SACPLAN certificate; project schedule	0: mandatory evidence absent. 4: 10 years' experience and 3 comparable projects. 7: 12 years' experience and 5 projects. 10: 15+ years' experience and 7+ projects including a successor MSDF.
2. Completeness, competence and integration of the required professional team	10	Organogram; CVs; qualifications; registrations; availability	0: material required capabilities absent. 4: minimum team provided but weakly integrated. 7: complete competent team covering the core MSDF and mandatory specialist capabilities. 10: complete senior team with strong integration, clear availability and appropriate backup capacity.
3. Comparable MSDF and municipal spatial-planning experience	10	Project sheets and references	0: none. 4: 1-2 comparable assignments. 7: 3-4. 10: 5+ with Western Cape / similar municipal context.
4. CEF, infrastructure and municipal financial planning experience	15	Completed CEF/LTFP/infrastructure assignments; references	0: no credible experience. 6: partial/narrative experience. 10: at least 2 integrated assignments. 15: 4+ credible quantified CEF or comparable assignments.
5. Understanding of Cape Agulhas and assignment risks	10	Technical proposal	0: generic. 4: limited local understanding. 7: good issue-specific understanding. 10: excellent integrated understanding with realistic risk response.
6. MSDF methodology and statutory process	15	Methodology mapped to ToR	0: non-responsive. 6: basic. 10: comprehensive. 15: rigorous, integrated, acceptance-tested and tailored.
7. Section 21(g), section 21(h), land budget and spatial modelling approach	10	Technical method and examples	0: absent. 4: largely descriptive. 7: quantified and spatial. 10: transparent, feasible and well-integrated.
8. Project plan, resources and critical path	10	Programme, WBS, hours and cash flow	0: absent. 4: incomplete. 7: credible. 10: detailed, resourced and risk-adjusted, with final MSDF by 31 March 2028 and adoption support through 30 June 2028.
9. Participation, governance and stakeholder approach	5	Participation and committee plan	0: absent. 2: generic. 4: appropriate. 5: inclusive, multilingual, evidence-based and well-integrated.
10. Data, GIS, quality assurance, transfer and no-black-box compliance	5	Data architecture, tools, QA and handover plan	0: unacceptable/dependent system. 2: weak. 4: compliant. 5: excellent transparent architecture and municipal capacity transfer.
TOTAL	100		

20. PRICING, PAYMENT AND FINANCIAL CONDITIONS

- The bid price must be inclusive of professional fees, project management, GIS, modelling, specialist inputs, travel, accommodation, subsistence, routine printing, meeting preparation, minutes, proofreading, editing, data processing, handover, all applicable taxes and all costs required to meet this ToR, except items expressly stated as municipal costs.
- Bidders must also disclose hours and hourly rates by staff category for contract management and approved variations. These rates do not convert the lump-sum contract into a time-based appointment.
- No payment will be made for a phase until the Municipality has accepted the deliverables in writing against Annexure A.
- No advance or mobilisation payment will be made unless expressly approved by the Accounting Officer and provided for in the final tender and SLA. Any approved mobilisation component may not exceed 10% of the contract value and must be offset against later payments.
- Invoices must reference the municipal order number, accepted phase, deliverables, contract value, previous payments, current claim and VAT.
- Additional work may only commence after a written instruction and approved contract variation in compliance with SCM prescripts. Work undertaken without written authority is at the service provider's risk.
- Cape Agulhas Municipality will be responsible for statutory publications / advertisements and associated costs. The Municipality will arrange and provide municipal venues where available for project meetings, workshops and public engagements. Any external venue hire must be approved in writing by the Municipality before the cost is incurred and will be treated as a municipal cost unless the final pricing schedule expressly states otherwise.

21. PERFORMANCE MANAGEMENT, DELAY, CHANGE CONTROL AND DISPUTES

- A draft service level agreement must be submitted with the tender. A service level agreement (SLA) outlining the terms and conditions for the services to be provided must be signed by the municipality and the selected tenderer. Following the selection of the preferred tenderer, these terms and conditions will be negotiated.
- The SLA must include milestone dates, acceptance procedures, key-personnel commitments, reporting, remedies and termination provisions.
- Where a deliverable fails an acceptance test, the Municipality must issue written reasons and the service provider must correct the deliverable within the period specified by the project manager.
- Payment does not waive latent defects, calculation errors, legal non-compliance or data deficiencies subsequently identified.
- Delay attributable to the service provider may result in penalties or damages as provided in the Special Conditions of Contract and SLA. The penalty method must be inserted by SCM and must be lawful, proportionate and linked to the affected deliverable or contract value.
- Delay caused by missing municipal data, late decisions, statutory processes or force majeure must be recorded and managed through the approved programme and change-control process.
- Disputes regarding acceptance must first be addressed through written technical responses, then referred to the Project Steering Committee and thereafter managed under the dispute-resolution clause in the SLA.
- The Municipality may terminate for material non-performance, misconduct, conflict of interest, misuse of data, persistent delay or other grounds in the contract, subject to due process.

22. GENERAL CONTRACTUAL AND ETHICAL REQUIREMENTS

- The Municipality reserves the right not to accept any bid, to cancel the procurement process in accordance with applicable prescripts, or to award only if the approved scope and budget can be lawfully contracted.
- The service provider must comply with the municipal code of conduct, anti-fraud requirements and all conflict-of-interest declarations.
- No project team member may use confidential information for personal or third-party gain.
- All public or media communication about the project must be authorised through the Municipality.
- Subcontracting must be disclosed and managed in accordance with the tender, contract and current preferential procurement policy.
- The successful bidder remains responsible for all subcontracted work, quality, programme and professional liability.
- The service provider must permit lawful audit and inspection of project records, calculations and invoices.
- The service provider must maintain all records for the period required by the Municipality and applicable law.

23. ENQUIRIES

Enquiry type	Official	Telephone	Email
Technical / MSDF	Sunel Nel	028 425 5757	SunelN@capeagulhas.gov.za
Technical / MSDF	Abraham Theron	028 425 5754	AbrahamT@capeagulhas.gov.za
Technical / MSDF	Donald October	028 425 5755	DonaldO@capeagulhas.gov.za

ANNEXURE A: DELIVERABLE, ACCEPTANCE AND INDICATIVE PAYMENT SCHEDULE

The percentages set out below are conditional upon all payments being linked to objectively verifiable and formally accepted deliverables, with no front-loading of payments. The aggregate percentage allocation shall equal 100%.

Phase	Deliverable	Minimum acceptance evidence	Payment
0	Approved Inception Report	Pass/fail screen; approved programme, methods, governance, data audit, risk and tooling plans	5%
1-2	Current MSDF review, data audit, status quo and synthesis inputs	Implementation register; retain/amend/replace schedule; verified evidence base; mapped status quo; accepted synthesis inputs	15%
3-4	Section 21(g) economic/employment analysis and section 21(h) engineering analysis	Five-year economic and employment outputs; infrastructure capacity, risk and requirement maps; methods and datasets accepted	15%
5-6	Spatial vision, concept, scenarios, proposals, functional areas, spatial categories and land budget	Endorsed concept; municipal and settlement proposals; closed land budget; development yields and phasing accepted	15%
7A	CEF Phases 1, 2A and 2B	Project repository; GIS layer; functional areas; growth scenarios; land/yield model; demand/capacity model; intervention schedule accepted	15%
7B	CEF Phases 3, 4 and 5	Affordability model; LTFS; prioritisation tool and scores; ten-year programme; MTREF pipeline; CEF chapter accepted	15%
8-9	Implementation framework, complete Draft MSDF and public participation	Draft MSDF approved for publication; statutory participation completed; portfolio evidence and comments register submitted	10%
10A	Final adoption-ready MSDF	Final compliance schedule; final adoption-ready MSDF; Council package; editable files; accepted by the Municipality by 31 March 2028	7%
10B	Council adoption support and final handover	Council adoption support completed; final approved files; Annual Update Protocol; training; publication package and handover sign-off by 30 June 2028	3%
	TOTAL		100%

Annexure A1: Phase acceptance procedure

1. The service provider submits the complete deliverable and an acceptance checklist.
2. The Municipality conducts a completeness review and issues consolidated comments or acceptance in writing.
3. The service provider addresses comments and submits a response schedule and revised deliverable.
4. The municipal project manager obtains the required technical sign-offs from Planning, Engineering, Finance, GIS, IDP and other relevant officials.
5. Only the designated municipal authority may issue formal acceptance for invoicing.

ANNEXURE B PRICING SCHEDULE

PLEASE NOTE

- All bids must be submitted on the official forms supplied by the municipality
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted
- The prices cast must include all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- Please take note that bidders that do not complete the mentioned pricing schedule will be considered as submitting a non-responsive bid.
- The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.
- The municipality will reimburse kilometer travel at the applicable SARS rate.
- All accommodation rates must be in line with the municipal cost-containment regulations and applicable municipal policies.

	INDICATE WITH AN „X“							
Are you/is the firm a registered VAT Vendor	YES				NO			
If “YES”, please provide VAT number								

I / We _____

(Full name of Bidder) the undersigned in my capacity as _____

Of the firm _____

Hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Bidders must complete both the phase-based lump-sum schedule and the resource-rate schedule. All prices must be inclusive of all costs and exclusive of VAT as directed by the municipal tender form. The municipal pricing form prevails where there is any conflict.

Phase	Description	Amount excluding VAT (R)
0	Inception and mobilisation of governance structures	
1-2	Current MSDF review, status quo, synthesis and data audit	
3	Section 21(g) spatial economic and employment analysis	
4	Section 21(h) engineering infrastructure analysis	
5-6	Spatial concept, proposals, land budget, functional areas and spatial categories	
7A	CEF project repository, functional areas, growth, land and demand models	
7B	CEF affordability, LTFS, prioritisation, ten-year programme and MTREF pipeline	
8-9	Implementation framework, draft MSDF and public participation	
10A	Final adoption-ready MSDF submitted by 31 March 2028	
10B	Council adoption support, final approved outputs, Annual Update Protocol and handover by 30 June 2028	
	Subtotal professional fees	
	Disbursements expressly permitted in tender	
SUBTOTAL EXCLUDING VAT		
VAT@15%		
TOTAL TENDER PRICE (TO BE CARRIED OVER TO COVER PAGE AND FORM OF OFFER)		
Completion period after official order: _____(days/weeks/months)		

Signed

Date

Name

Position

Tenderer

Annexure B1: Resource and hourly-rate schedule

Role / person	Hourly rate excl. VAT	Estimated hours	Total excl. VAT	Phase allocation
CORE - Project Manager / Lead Professional Planner				
Planning support - Municipal Spatial Planning Specialist				
MANDATORY SPECIALIST - Municipal Infrastructure and Integrated Planning Engineer				
MANDATORY SPECIALIST - Municipal Financial Planning / CEF Specialist				
CORE - Spatial Economist / Economic Development Specialist				
CORE - GIS and Spatial Data Specialist				
TARGETED SPECIALIST - Environmental / Climate / Coastal Planning Specialist				
TARGETED SPECIALIST - Heritage Specialist				
TARGETED SPECIALIST - Public Participation and Communications Specialist				
SUPPORT - Project Administrator / Data Coordinator				

Annexure B2: Disbursement assumptions

- All travel, accommodation, subsistence, routine printing, data processing and meeting attendance required for the minimum scope must be included in the lump sum unless a specific reimbursable item is approved in the tender.
- No mark-up may be charged on reimbursable third-party costs unless expressly provided in the tender.
- Statutory publications / advertisements and associated costs are municipal costs. Municipal venues will be arranged and provided by the Municipality where available. Any external venue hire requires prior written municipal approval and will be treated as a municipal cost unless otherwise stated in the tender.
- Any proposed subscription dataset must be identified, priced and transferred or licensed for municipal use for the required period.
- The municipality will reimburse kilometer travel at the applicable SARS rate.
- All accommodation rates must be in line with the municipal cost-containment regulations and applicable municipal policies.

Signed

Date

ANNEXURE C: MINIMUM SOURCE-DATA AND DOCUMENT REGISTER

Planning and policy

- Current Cape Agulhas MSDF 2022-2027, relevant previous municipal SDF/MSDF documents and all available editable GIS/source files
- Current and previous IDPs, process plan and SDBIPs
- NSDF, WCSDF, ODMsDF and other relevant national, provincial and district spatial-planning frameworks
- Zoning scheme, land-use rights, cadastral and municipal-property data
- Land-use applications, approvals, appeals and building-plan trends
- Precinct plans, heritage inventories and environmental frameworks

Demographic, housing and economy

- Census 2022 and latest population estimates
- Housing demand database, pipeline and informal-settlement data
- MERO, SEP, Quantec or equivalent economic datasets
- Valuation roll, rates, billing, business licences and tourism data
- Agriculture, fisheries, aquaculture and employment information

Engineering and infrastructure

- Water Services Development Plan and water/sanitation master plans
- Electrical network plan and capacity information
- Roads, transport, stormwater and flood-management plans
- Integrated Waste Management Plan and facility capacity
- Engineering project lists, costs, dependencies and implementation records
- Asset registers, condition assessments and renewal programmes

Finance and capital planning

- Approved MTREF and capital budget
- Long-Term Financial Plan / model and policies
- Audited annual financial statements
- Grant frameworks, borrowing, reserves and funding plans
- mSCOA project and regional data
- Committed projects, roll-overs and assets under construction

Environment, heritage and risk

- Biodiversity, CBA/ESA and protected-area data
- Agricultural land, water resources and environmental constraints
- Coastal management lines, coastal-risk, erosion and flood data
- Climate change and disaster-risk plans
- Heritage resources, cultural landscapes and scenic routes

Signed

Date

Name

Position

Tenderer

TAX COMPLIANCE STATUS PIN

It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

In terms of SCM Regulation 43(1) and the scm policy of a municipality must, irrespective of the procurement processes followed, state that the municipality may not make any award to a person whose tax matters have not been declared in order by the South African Revenue Services. Before making an award to a person, a municipality must first check with SARS whether that persons tax matters are in order.

The tenderer **must** attach to this page a **Tax Compliance status pin that remains valid for the duration of the bid validity**, as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin will result in the invalidation of the tender.

Signed

Date

Name

Position.....

Tenderer

SCHEDULE 1A: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPAMUNICIPALITY
Lead partner		

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....

.....

Signature: Sole owner

2.....

.....

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **MUST** be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact Person	
Email	
Telephone	
Cellphone	
Fax	
Physical Address	
Postal Address	
Central supplier database registration number	MAAA

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number:	
--	--

Section 3: SARS information:

Tax reference number:	
VAT registration number, if any:	
Section 4: CIDB registration number:	N/A

Section 5: Particulars of principles

Principle: means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

* Please complete and attach copies of Identity documents.

Section 6: Banking Details of companies and close corporations

Bank name and branch:

Bank account number:

Name of account holder:

Signed Date

Name Position

Tenderer

SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed

Date

Name

Position.....

Tenderer.....

SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed

Date

Name

Position.....

Tenderer

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Cape Agulhas Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

Director /Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

Signature	Position	Date

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20____ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
--	---

SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder **to claim, fill in and/or to sign CAMBD 6.1 and submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed Date

Name Position.....

Tenderer

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1 EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

- 1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership
or
- 1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);
or
- 1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**
 - 1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

- 2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership
or
- 2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 2.2.1. A registered Auditor approved by IRBA; **or**
 - 2.2.2. A verification Agency accredited by SANAS.

2. BIDDERS OTHER THAN EMEs & QSE's

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:
 - 3.1.1. A Registered Auditor approved by IRBA; **or**
 - 3.1.2. A Verification Agency accredited by SANAS.

WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

- 4.1. The Auditor's letterhead with FULL contact details;
- 4.2. The Auditor's practice number;
- 4.3. The name and physical location of the measured entity;
- 4.4. The registration number and, where applicable, the VAT number of the measured entity;
- 4.5. The date of issue and date of expiry;
- 4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
- 4.7. The total black shareholding and total black female shareholding.

SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of projects successfully completed by your company. This schedule will be used to conduct a risk assessment of the Tenderers capacity to undertake the project and all information must be completed in full or the Tender may be considered non-responsive. Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature undertaken by the firm **MUST** be completed.

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity			R	/ /	/ /
	Contact Person					
	Tel					
	Email					
2.	Name of entity			R	/ /	/ /
	Contact Person					
	Tel					
	Email					
3.	Name of entity			R	/ /	/ /
	Contact Person					
	Tel					
	Email					
4.	Name of entity			R	/ /	/ /
	Contact Person					
	Tel					
	Email					
5.	Name of entity			R	/ /	/ /
	Contact Person					
	Tel					
	Email					

The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore, it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.

The Bidder hereby confirms that the information given above is true and correct:

Signed.....

Date.....

Name.....

Tenderer.....

SCHEDULE 1F: REFERENCES



ASSESSMENT OF BIDDER'S PAST PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Schedule Of Work Satisfactorily Carried Out By The Tenderer. This form must be completed for each project listed in Schedule 1F by the authorized persons of the bidder's previous clients. Alternatively, bidders may submit a letter on the clients official letterhead.

All assessment forms must be attached with the tender submission.

Name of the Entity:					
Contact Person:					
Contact Number:					
Email Address:					
Description of Work/Projects:					
Contract Value:					
Tender Number:					
Date of Commencement:					
Contract Completion Date:					
Name of Bidder:					
Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the righthand side: 1=Poor; 5=Excellent	1	2	3	4	5
Turn-around times					
Quality of Product/ Service					
Accessibility and Availability					
Reliability					
Customer Satisfaction					
1=Poor; 2=Unsatisfactory; 3=Average; 4=Good; 5=Excellent					
COMMENTS					
NAME & SIGNATURE OF THE RESPONSIBLE OFFICIAL:					
OFFICIAL STAMP:					

SIGNED ON BEHALF OF TENDERER:

SPECIAL CONDITIONS

The following general conditions will apply to the tender:

1. **All bids must be submitted on the official forms supplied by the municipality.**
2. Under no circumstances, whatsoever may the bid forms be redrafted.
3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
4. **The use of correction fluid / tape is prohibited.**
5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:
 - 5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialing in the margin next to each and every alteration or correction.
 - 5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 5.1 above, will be rejected.
6. Bids submitted must be complete in all respects.
 - 6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
 - 6.2 The bidder must ensure that his/her bid document is securely bound.
 - 6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
 - 6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
 - a) **CAMBD 1** - Invitation to Bid
 - b) **CAMBD 4** - Declaration of Interest
 - c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2022
 - d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
 - e) **CAMBD 9** - Certificate of Independent Bid Determination
 - f) **Form of Offer and Acceptance**
8. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
9. A firm completion period/date must be indicated from the official order date.
10. No bid will be accepted from persons in the service of the state.
11. Sealed tender marked "**Tender Nr: SCM14/2026/27 COMPREHENSIVE REVIEW AND COMPILATION OF THE CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE 2027-2032 IDP CYCLE, INCLUDING A CAPITAL EXPENDITURE FRAMEWORK**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday, 23 October 2026** after which it will be opened in the public.
12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.
13. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.**
14. A Tax Compliance status pin as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.
15. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders.
16. **PAYMENT OF MUNICIPAL ACCOUNTS (SCHEDULE 1 D)**

The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.
17. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.
18. **The tender must be valid up to 90 days after the closing date.**
19. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.
20. The Accounting Officer, or his/her duly appointed delegate, shall when the evaluation or adjudication of a bid is envisaged to go beyond the validity period as stipulated in the bid documentation, request bidders to extend the validity of their bids.
21. Bidders may either accept or reject the extended validity period and those who do not wish to extend the validity period would be regarded as non-responsive and would be excluded from further evaluation.

22. PRICING

- 22.1 Rates and prices offered by the bidder **must** be written into the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorized signatory.
- 22.2 All prices shall be quoted in South African currency, and be **INCLUSIVE OF Value Added Tax (VAT)**
- 22.3 Bid prices must include all expenses, disbursements, and costs (e.g., transport, accommodation etc..) which may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 22.4 All bid prices will be final and binding.
- 22.5 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.
- 22.6 Where the value of an intended contract will exceed R1 ,000 ,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
- 22.7 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.
- 22.8 The annual price increase is equal to **CPI (related to the area)** per annum
- 22.9 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.

23. ADMISSION OF BIDS

- 23.1 Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
- 23.2 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.
- 23.3 Tenders that are deposited in the incorrect box or late will not be considered.

24. BID OPENING

- 24.1 Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.
- 24.2 Where practical, prices will be read out at the time of opening bids.
- 24.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 24.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

25. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

- 25.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 25.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 25.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- 25.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

26. REQUIREMENTS OF A VALID BID:

26.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:

- 26.1.1 Non-submission of a valid Tax Clearance Certificate and / or PIN,
- 26.1.2 Incomplete Pricing Schedule or Bill of Quantities,
- 26.1.3 A Form of Offer not signed in non-erasable ink,
- 26.1.4 Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.

26.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;

- 26.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
- 26.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
- 26.2.3 To obtain the personal income tax number(s) from the recommended bidder;
- 26.2.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;
- 26.2.5 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;

26.2.6 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.

26.2.6.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

27. TEST FOR RESPONSIVENESS

27.1 A bid will be considered non-responsive if:

- 27.1.1 the bid is not in compliance with the specifications.
- 27.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or
- 27.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

27.2 The Municipality reserves the right to accept or reject:

- 27.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
- 27.2.2 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

POPIA DISCLAIMER

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at www.capeagulhas.gov.za
The Protection of Personal Information Act (POPIA), Act No. 4 of 2013

Signed

Date

Name

Position

Tenderer

Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT: SCM14/2026/27 COMPREHENSIVE REVIEW AND COMPILATION OF THE CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE 2027-2032 IDP CYCLE, INCLUDING A CAPITAL EXPENDITURE FRAMEWORK

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The offered total of the prices inclusive of value added tax is

..... **Rands (in words);**

R.....in figures

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Cape Agulhas Municipality

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness Date

.....

Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature

Name

Cape Agulhas Municipality

**for the
Employer** CAPE AGULHAS MUNICIPALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

Name and
signature

of witness

Date

.....

Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT - National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from www.treasury.gov.za

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 71
The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The Employer is: **Cape Agulhas Municipality**
PO Box 51,
Bredasdorp,
7280

The Employer's Telephone Number is: **028 425 5500**

The Employer's VAT Registration Number is: **4570109571**

The designated contact person of the Cape Agulhas Municipality is:

Name: **Abraham Theron**

Telephone: **028 425 5500**

E-mail: abrahamt@capeagulhas.gov.za

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:

.....

Physical Address:

.....

Telephone:

The **authorized and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

.....

Telephone:

Email:

SIGNED ON BEHALF OF TENDERER:

CAPE AGULHAS MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
1. DEFINITIONS	
The following terms shall be interpreted as indicated:	
"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"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.
"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.
"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.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"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.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"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.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.

2. Application	
2.1.	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2.	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3.	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	
3.1.	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2.	Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.
4. Standards	
4.1.	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	
5.1.	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the 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.
6.2.	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
7. Performance security	
7.1.	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2.	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3.	The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
7.3.1.	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
7.3.2.	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.
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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3.	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4.	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5.	Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
8.6.	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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
8.8.	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

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, and in any subsequent instructions ordered by the purchaser.
10. Delivery	
10.1.	Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.
11. Insurance	
11.1.	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	
12.1.	Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental	
13.1.	The supplier may be required to provide any or all of the following services, including additional services, if any: 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. 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 13.1.5. 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, 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: 14.1.1. 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; 14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	
15.1.	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2.	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3.	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4.	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5.	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	
16.1.	The method and conditions of payment to be made to the supplier under this contract shall be specified.
16.2.	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3.	Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
16.4.	Payment will be made in Rand unless otherwise stipulated.

17. Prices
17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Variation orders
18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.
19. Assignment
19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties
22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default
23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
23.1.1. 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;
23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
23.6.2. the date of commencement of the restriction
23.6.3. the period of restriction; and 23.6.4.
the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7.	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-dumping and countervailing duties and rights	
24.1.	When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure	
25.1.	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2.	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	
26.1.	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	
27.1.	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2.	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3.	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4.	Notwithstanding any reference to mediation and/or court proceedings herein,
27.4.1.	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.4.2.	the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescriptions of the contract.
28. Limitation of liability	
28.1.	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
28.1.1.	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
28.1.2.	the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	
29.1.	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	
30.1.	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices	
31.1.	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
31.2.	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	
32.1.	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2.	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3.	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
32.4.	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts
33.1. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts
34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices
35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
<i>General Conditions of Contract (revised July 2010)</i>

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars

Section 3.9.1: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | ☐ A Person who is an advisor or consultant contracted with the Municipality |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

Section 3.13.1: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | ☐ A Person who is an advisor or consultant contracted with the Municipality |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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).

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

1.2 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.

1.3 The maximum points for this tender are allocated as follows:

		POINTS
PRICE		80
SPECIFIC GOALS	50% of the 20 Points	20
• B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	
• LOCALITY OF SUPPLIER	10	
Total points for Price and SPECIFIC GOALS		100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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.

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.
- 5.2 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
 - (b) local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)
- 5.3 Regarding paragraph 5.2 (a) at least **50% of the 20 points** will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3.5
4	6	3
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

- 5.4 A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].
- 5.5 A tenderer failing to submit proof of BBBEE status level of contributor –
- 5.5.1 may only score in terms of the 80/90-point formula for price; and
 - 5.5.2 scores 0 points for BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.6 Regarding paragraph 9.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT	50% of the 20 Points = 10
Within the boundaries of the Cape Agulhas Municipality	10
Within the boundaries of the Overberg	5
Within the boundaries of the Western Cape	2
Outside of the boundaries of the Western Cape	0

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

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 (80/20 system)	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS	20		
1. B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	_____	_____
2. LOCALITY OF SUPPLIER	10	Indicate (YES/NO)	Number of points claimed (maximum 10 points)
Within the boundaries of the Cape Agulhas Municipality	10	_____	_____
Within the boundaries of the Overberg	5	_____	
Within the boundaries of the Western Cape	2	_____	
Outside of the boundaries of the Western Cape	0	_____	

5.7 Promotion of Local area suppliers

The tenderer must be located within the geographical area specified and must have a fully functional office / premises from where it operates.

5.7.1. The registered address as reflected on the Companies and Intellectual Property Commission (CIPC) report.

5.7.2. Municipal account registered in the name of the tenderer not older than 3 months.

5.7.3. Where the tenderer is not the owner of the property:

5.7.3.1. A valid lease agreement; or

5.7.3.2. A sworn affidavit not older than 3 months from the property owner that the address used to claim points in paragraph.

5.7.2 (Table 1) above is being rented out to the tenderer at no cost.

5.7.3. **The registered address as reflected on the Companies and Intellectual Property Commission report.**

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

5.8. Where the tenderer submitted incorrect or outdated information (municipal account, lease agreement or sworn affidavit) or none of the above, it will be interpreted to mean that preference points for Promotion of Local area of supplier are not claimed.

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 Company registration number.....

6.3 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]

6.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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 by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM14/2026/27** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPAMUNICIPALITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **WESSEL RABBETS** in my Cape Municipality as **MUNICIPAL MANAGER** accept your bid under reference number **SCM14/2026/27** dated **23 October 2026** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL
COMPREHENSIVE REVIEW AND COMPILATION OF THE CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE 2027-2032 IDP CYCLE, INCLUDING A CAPITAL EXPENDITURE FRAMEWORK			

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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)? 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	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SCM14/2026/27 COMPREHENSIVE REVIEW AND COMPILATION OF THE CAPE AGULHAS MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE 2027-2032 IDP CYCLE, INCLUDING A CAPITAL EXPENDITURE FRAMEWORK

in response to the invitation for the bid made by:

CAPE AGULHAS MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

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Signature

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Date

.....

Position

.....

Name of Bidder