



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/35-2022 (MN247/2022)

APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE COMPILATION OF THE BERGRIVIER MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK IN TERMS OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT, 2013 (ACT 16 OF 2013) (SPLUMA)

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 46):			
B-BBEE LEVEL			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 50 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM

OCTOBER 2022

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Bergrivier Municipality,
PO Box 60 Piketberg 7320
Tel no.: (022) 913 6000

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Mr. Werner Wagener
Manager: Town Planning and
Environmental Management**

**Tel. Number: 022 913 6000
Email: wagenerw@bergmun.org.za**



BERGRIVIER MUNICIPALITY

TENDER 8/3/35-2022 / MN247/2022: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE COMPILATION OF THE BERGRIVIER MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK IN TERMS OF SPATIAL PLANNING AND LAND USE MANAGEMENT ACT, 2013 (ACT 16 OF 2013) (SPLUMA)

TENDERS are hereby requested for the appointment of a Service Provider (SP) to undertake the compilation (updating) of the Bergrivier Municipal Spatial Development Framework (MSDF) in terms of the Spatial Planning & Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA), as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/35-2022 / MN247-2022: Appointment of a Service Provider to undertake the compilation of the MSDF in terms of the SPLUMA**", must be placed in the tender box at the Municipal Offices, 13 Church Street, Piketberg no later than **12:00 on Monday, 28 November 2022**, when the bids will be opened in public.

Documents and specifications that contain the minimum requirements are available on Bergrivier Municipality's website (www.bergmun.org.za) free of charge or on request at a **non-refundable fee of R70.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or e-mail: hendricksr@bergmun.org.za during office hours. All technical enquiries can be addressed to Mr. Werner Wagener at tel. no. (022) 913 6000 or e-mail: wagenerw@bergmun.org.za.

Tenders must be valid and binding for one hundred and twenty (**120**) days after closing date.

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points. **The Bid price must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN247/2022

28 October 2022



BERGRIVIER MUNICIPALITY

TENDER DETAILS					
TENDER NUMBER:	TENDER 8/3/35-2022 / MN247/2022				
TENDER TITLE:	APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE COMPILATION OF THE BERGRIVIER MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK				
CLOSING DATE:	28 NOVEMBER 2022	CLOSING TIME:	12h00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY: N/A
SITE MEETING ADDRESS:	N/A				
<i>NB: Please note that no latecomers will be allowed.</i>					
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i>					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A		
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	120 DAYS	DAYS FROM THE CLOSING DATE OF BID.			
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)					
NAME OF TENDERER:					
NAME OF CONTACT PERSON:	CELL PHONE NO :				
PHYSICAL ADDRESS:		POSTAL ADDRESS:			
TELEPHONE #:		FAX NO.			
E-MAIL ADDRESS:					
DATE:					
SIGNATURE OF TENDERER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED:					
PLEASE NOTE:					
<ol style="list-style-type: none"> 1. Tenders that are deposited in the incorrect box will not be considered. 2. Mailed, telegraphic or faxed tenders will not be accepted. 3. If the bid is late, it will not be accepted for consideration. 4. Bids may only be submitted on the Bid Documentation provided by the Municipality. 					
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS		
1. TECHNICAL ENQUIRIES	Mr. Werner Wagener	022 913 6000	wagenerw@bergmun.org.za		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	Mr. Israel Saunders	022 913 6000	saundersi@bergmun.org.za		



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**PART A – ADMINISTRATIVE REQUIREMENTS IN
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate -VALID Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	

By submitting an offer as well as participating in SCM processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.

2. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____ OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

- 2.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

 authorized signatory of the Company/Close Corporation/Partnership (name) _____
 _____, acting in the capacity of lead partner, to
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "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 analyzed 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. Packing

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

10. Delivery

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

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

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 fulfillment 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

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

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

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

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

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 purchase 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

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 favorable 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

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 prescripts 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

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

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

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

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.

General Conditions of Contract (revised July 2010)

5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/35-2022 / MN247-2022"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Church Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Church Street, Piketberg 7320.

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. 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 Service (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 is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encourage to attend these openings.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-

responsible.

7 This bid will be evaluated and adjudicated according to the following criteria:

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

8 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

9 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. R. Hendricks

Centralized Supplier Database (CSD) No. MAAA.....
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6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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.

1. The **Tax Clearance Certificate/** Tax Compliance Status (**TCS**) **Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

- i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder’s tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider’s status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of an valid Tax Clearance Certificate must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number
3. Applications for the Tax Clearance Certificates 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.
4. If a bidder is registered on Bergrivier Municipality supplier’s database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.
4. Non adherence to point 4 above may invalidate your offer.

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, 2017, 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) <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
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:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

7. MBD 4 – 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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												
3.7.	Are you presently in the service of the state?	YES		NO									
3.7.1.	If so, furnish particulars:												
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO									
3.8.1.	If so, furnish particulars:												

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

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

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

3.9.	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	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
	Name of the spouse/child/parent : ID number of the spouse/child/parent:..... Relationship to the official : Designation of the spouse/child/parent: Employer of the spouse/child/parent :				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				

3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

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

8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES "Insert 80/20 or 90/10"

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

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 value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

- 2.5 “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means:
 - 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

5. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$\begin{array}{ccc}
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & & \\
 P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \mathbf{or} &
 \end{array}$$

Where:

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

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

7. BID DECLARATION

7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
9.1.1 If yes, indicate:				
9.1.1.1 what percentage of the contract will be subcontracted?	%			
9.1.1.2 the name of the sub-contractor?				
9.1.1.3 the B-BBEE status level of the sub-contractor?				
9.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

10. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		

8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		

11. 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 the B-BBE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 11.1 The information furnished is true and correct;
- 11.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 11.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;
- 11.4 If the B-BBEE status level of contribution 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 –
- 11.4.1 disqualify the person from the bidding process;
- 11.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 11.4.3 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;
- 11.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- 11.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

9. MBD 8 – 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:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	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)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIER MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

⁴ 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.

- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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 consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ 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.

11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

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 Bergvliet 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, etc.:

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 (s) of ID document(s) and Municipal Accounts
 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.

Signature	Position	Date

12. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____ of
 (registered address of Company) _____ a
 company incorporated with limited liability according to the Company Laws of the Republic of South Africa
 (hereinafter called the Contractor), represented herein by (Name of Representative) _____ in
 his capacity as (Designation) _____ of the
 Contractor, is duly authorized hereto by a resolution dated _____ /20___, to
 sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20_____,
 with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold
 harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the
 Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the
 Contractor in connection with the aforementioned contract; and also in respect of all claims that may be
 made against the Municipality in consequence of such operations, by reason of or in any way arising out of
 any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal
 or other expenses that may be incurred by the Municipality in examining, resisting or settling any such
 claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	

13. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if mores space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)	
---	--

14. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Bergrivier Municipality that it is our intention to employ the following Subcontractors for work in this contract:

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

15. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Tel		Tel				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Attach additional pages if mores space is required.Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)						
SIGNATURE				NAME (PRINT)		
CAPACITY				DATE		
NAME OF FIRM						

16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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PART B – SPECIFICATIONS & PRICING SCHEDULE

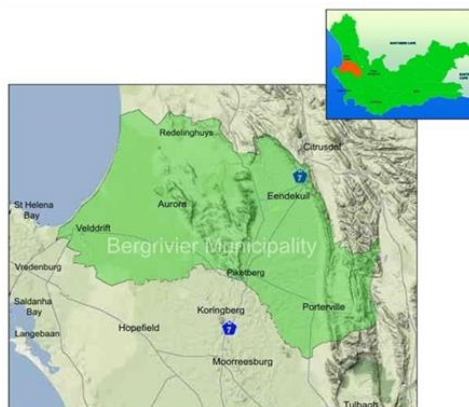
TERMS OF REFERENCE FOR THE COMPILATION OF A MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK FOR BERGRIVIER MUNICIPALITY AS A CORE COMPONENT OF THE INTEGRATED DEVELOPMENT PLAN

1. PURPOSE

- 1.1 The Bergrivier Municipality wishes to appoint a Service Provider (SP) to undertake the compilation (updating) of the Bergrivier Municipal Spatial Development Framework (MSDF) in terms of the Spatial Planning & Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA).
- 1.2 The purpose of an MSDF is to set out a long-term vision statement and plan for spatial development in the municipality and provide the spatial expression of the municipal Integrated Development Plan (IDP). An MSDF must integrate and represent the trade-offs of all relevant sector policies and plans in space, guiding planning and development decisions across all sectors and spheres of government in the Bergrivier Municipality to contribute to a coherent and planned approach to spatial development. The MSDF must lead the municipality's land use management system, guiding decisions and discretion exercised in spatial planning and land use management. It must also give leadership to spatial budgeting in the municipality's budget or Medium-Term Expenditure Framework, using the Capital Expenditure Framework to support this process.

2. INTRODUCTION

- 2.1 Bergrivier Municipality is in the West Coast District of the Western Cape. The Municipality include eight (8) towns (Aurora, Dwarskersbos, Eendekuil, Laaiplek, Piketberg, Porterville, Redelinghuis and Velddrif) and two (2) rural settlements (Moravian Church settlements of Goedverwacht and Witterwater) in an area approximately 4 407.04 km² in size. The Municipal area stretches from Piketberg in the South to Redelinghuis in the North and Velddrif/Laaiplek in the West (on the Atlantic Ocean) to Porterville in the East.



Map of Bergrivier Municipality

- 2.2 The current MSDF was adopted in February 2019 and is now in need of an update.

3. PROJECT DESCRIPTION

- 3.1 The MSDF must apply the Development principles set out in section 7 of the SPLUMA and meet the minimum content requirements as set out in the following legislation:

- a) Section 2(4) of the MSA Local Government: Municipal Planning and Performance Regulations (2001),
- b) Sections 12 and 21 of SPLUMA,
- c) Section 10 of LUPA, and
- d) The Bergrivier Municipal Planning By-Law as it relates to MSDF development

3.2 The MSDF must consist of the following sections:

- a) Introduction: Purpose, background, and process followed to compile the MSDF
- b) Policy Context.
- c) Status Quo Assessment including syntheses of Spatial Challenges, Opportunities, Constraints and Risks.
- d) Spatial Vision, Concept and Strategies.
- e) Spatial Policies and Guidelines.
- f) Spatial Conceptualization/Proposals both at the municipal-wide and settlement scales.
- g) Implementation Framework, setting out the Capital Expenditure Framework (CEF), as well as an Implementation Plan which should include implementation targets and monitoring and evaluation requirements (in line with section 21 (p) of SPLUMA).

3.3 The MSDF must align with the latest Bergrivier Integrated Development Plan as well as the National Spatial Development Framework, the Western Cape Provincial Development Framework, the Karoo Regional Spatial Development Framework (Karoo RSDF), the West Coast District Municipality Spatial Development Framework (DMSDF) and neighbouring Municipal Spatial Development Frameworks.

3.4 **The work to be undertaken must use the existing Bergrivier MSDF 2019-2024 as a point of departure** and must also be informed by (but not limited to):

- a) West Coast District: Rural Development Plan
- b) Velddrif, Porterville CBD as well as Piketberg Precinct Plans
- c) National Small Town Regeneration Strategy (applicable to Piketberg)
- d) A South African Smart Cities Framework (compiled by National Government)
- e) Coastal Risk Information (commissioned by Provincial DEA & DP and associated reports) (must be reflected on Bergrivier MSDF maps)
- f) Critical Biodiversity Areas Map (must be used as base map for Bergrivier MSDF maps)
- g) Greater Saldanha Bay Environmental Management Framework as applicable to Bergrivier Municipal area (Velddrif/Laaipek)
- h) Cape West Coast Biosphere Reserve as applicable to Bergrivier Municipal area (Velddrif/Laaipek)

- i) Ramsar site and other nature conservation areas
- j) Water Services Development Plan
- k) Water & Sanitation Master Plan
- l) Integrated Waste Management Plan
- m) Electrical Network Plan (must in addition address the identification of sites for alternative energy generation)
- n) Roads and Storm water masterplan
- o) Human Settlement Plan / Pipeline
- p) Integrated Transport Plan (West Coast District Municipality's plan includes Bergrivier Municipality)
- q) Long Terms Financial Plan

4. PROJECT DELIVERABLES

4.1 Project Initiation

4.1.1 The planning process will commence with the appointment of the Service Provider who is required to prepare a detailed Project Plan and Programme, in an Inception Report. This may require coordination with the existing IDP time schedule and process plan where relevant.

4.1.2 The Inception Report will outline phasing and deliverables linked to delivery dates and invoicing mutually agreed upon as per the Project Plan.

4.1.3 The Inception Report should consist of the following:

- a) A comprehensive Project Plan sanctioned by the Project Committee (PC) in line with the MSDF guidelines related to phasing and deliverables prepared by the Department of Rural Development and Land Reform. This should include meeting the various requirements as set out in SPLUMA, LUPA and this Terms of Reference, bearing in mind the project time frame and the existing IDP time schedule and process plan. The Project Plan should outline the various reports or deliverables to be produced, the delivery dates and all planned meetings and workshops. Comment periods for draft documents should also be specified. The comprehensive work plan should be in line with the work plan submitted with the Bid.
- b) A schedule of payment indicating tasks and deliverables as per the Project Plan.
- c) Confirmation of the Service Provider's project team.

4.1.4 The Inception Report should be submitted to the PC within 14 days of

appointment.

4.2 **MSDF Deliverables**

4.2.1 The deliverables of the Phases listed in the Inception Report must be submitted to the municipality on completion as per the timeframes outlined in the comprehensive Project Plan. The deliverables should include the following:

- a) A draft MSDF status quo report to be submitted to Council for adoption. This status quo report should include the policy context within which the Municipality is operating as well as a synthesis analysis of the identified spatial challenges, opportunities, and risks.
- b) A draft MSDF report including the elements outlined in section 3.2 above for consideration by the project Committee and inter-governmental steering committee if relevant.
- c) A revised draft MSDF report (including the Capital Expenditure Framework (CEF) and Implementation Plan) for submission to Council for approval to proceed with the public participation process.
- d) A final Draft MSDF (bringing all the above together, including the CEF and Implementation Plan), which has gone through the prescribed public participation processes and is ready to be approved by Council.
- e) Schedule of comments received on the draft MSDF and responding statements on how these comments are addressed in the final MSDF document.
- f) An executive summary of the final Draft MSDF which is suitable for inclusion in the IDP document.

4.2.2 Further guidance on what should be contained in MSDF can be found in the Department of Agriculture, Land Reform & Rural Development's SDF Guidelines, 2017.

4.3 **Capital Expenditure Framework (CEF) Specifications**

4.3.1 Section (21) (n) of the Spatial Planning and Land Use Management Act, No.16 of 2013 (SPLUMA) provides for all municipalities to develop a CEF as a key component of their Spatial Development Frameworks (MSDF). This requirement is reinforced by the Municipal Systems Act, 2000 (Act 32 of 2000).

- a) A CEF is a single, consolidated overview of the municipal infrastructure, assets, and built environment needs over the long term (10 to 20-year planning horizon) that also considers how these needs will be financed and what their financial impact will be on the municipality's financial sustainability. Importantly, the nature and location of the proposed infrastructure investments must originate from and give expression to

the spatial strategies, development proposals and development objectives set out in the MSDF.

- b) The CEF is a tool that aims to bridge the implementation gap between MSDF's, infrastructure planning, and financial planning and budgeting processes. In so doing, it strives to establish a realistic understanding of the affordability levels of the municipalities whilst putting in place a clear investment pathway to facilitate the implementation of the MSDF proposals, by prioritising infrastructure investments that best articulate the spatial vision and strategies that the MSDF seeks to achieve.
- c) CEF's present an opportunity to put in place a clear inter-governmental pipeline of investment that will empower municipalities to understand whether, year-on-year, their budgets are implementing their plans.
- d) Importantly, it will also provide prospective public and private sector partners and investors with a clear view of what investments are required in the municipal area.
- e) This will also better position the municipality to leverage grants and other funding sources in the future.

4.3.2 **Annexure A** sets out the Terms of Reference for the preparation of the CEF component of this MSDF.

4.4 **Project Close-Out**

4.4.1 On completion of the project, the Service Provider must prepare a Project Close-Out Report including:

- a) An overview of the process followed
- b) A description of the public participation process followed
- c) An outline of the portfolio of deliverables and evidence submitted
- d) Any areas of concern that were not addressed in the integrated MSDF/ EMF compilation, the reasons for this and recommendations on how to take forward.

5. **TECHNICAL SPECIFICATIONS AND DELIVERABLES**

5.1 Detailed specifications for the final draft MSDF deliverable are:

- a) Electronic copies of the final MSDF reports in Microsoft Word and in Adobe PDF format,
- b) All maps produced at various scales in digital format,
- c) An electronic copy of all agendas, minutes and attendance registers of all meetings, consultations, engagements etc. held pertaining to the project,

- d) An electronic copy of all notices issued in terms of the public participation process and communication materials developed to enhance the public participation process,
- e) All presentations in original and pdf format and/or other material presented during all stages of the MSDF drafting process,
- f) The reports and other written documents generated and submitted to the municipality for consideration shall be prepared and submitted in MS Word,
- g) All data shall be provided in open format, but preferably ESRI Shapefiles,
- h) All data to include complete metadata as per SANS 1878 (**Annexure B**),
- i) The Municipality will be the owners of the IP Address,
- j) The maps in the MSDF shall be provided in:
 - i. A common GIS format (shapefile/geodatabase/map package)
 - ii. Jpeg format for photographs, graphic displays and static maps for translation and printing purposes,
- k) All MSDF Proposals to be digitized,
- l) Originals of graphics / photographs must be supplied,
- m) The final MSDF shall be proofread, and copy edited by the Service Provider, and
- n) An electronic Portfolio of Evidence consisting of all the above, as well as all original public and stakeholder comments/ submissions received.

6. PUBLIC PARTICIPATION

6.1 The process for the preparation of an MSDF, inclusive of public participation in the preparation of the MSDF, is set out in the following legislation:

- a) Chapter 4 of the Local Government: Municipal System Act, 2000 (Act 32 of 2000),
- b) Section 20 of SPLUMA,
- c) Sections 11 - 14 of LUPA, and
- d) The Bergvriër Municipal Planning By-Law as it relates to MSDF development

6.2 It is important to note that the public participation process must take appropriate steps to ensure that reasonable means have been implemented to engage with interested and

affected parties in a manner that enables their participation, taking into consideration the needs of women, the youth, people with disabilities and people who may be illiterate.

7. REPORTING AND MEETINGS

- 7.1 The appointed Service Provider will report to the Manager Planning and Environmental Management at the Bergrivier Municipality,
- 7.2 A Project Committee (PC) will be established between the Municipality, the Service Provider, a nominated planner of the Western Cape Government, Department of Environmental Affairs and Development Planning (DEADP), and any other stakeholders that these parties deem relevant,
- 7.3 The PC will monitor the progress of the project and will actively participate in it. At the PC meetings issues will be discussed, proposals debated, and direction of the project will be determined,
- 7.4 The PC will meet monthly (or as otherwise mutually agreed) to discuss administrative matters to ensure effective service delivery and adherence to contractually agreed to project timelines and deliverables,
- 7.5 Should no PC meeting be held, the Service Provider will still be required to submit the monthly project progress report to the Senior Planner at the Municipality,
- 7.6 Members of the PC will ensure that all relevant available information pertaining to their functionality is made available to the PC within reasonable timeframes,
- 7.7 The minimum engagements/meetings are summarized as follows:

Meetings / Engagements	Estimated number of engagements/ meetings	Approximate number of hours per engagement/ meeting	Who from the Consulting Team must attend
Project Committee (PC)	10	2 (x10) =20	At least Consultant's Project Manager
Council: <ul style="list-style-type: none"> • Mayor • Deputy Mayor • Speaker • Ward Councilors • (other Councilors identified) 	3	2 (x3) =6	At least Consultant's Project Manager
Intergovernmental Steering Committee	4	2 (x4) =8	As far as practical, the entire Consultant Team
Meetings with public / other representatives	8	2 (x8) =16	At least Consultant's Project Manager
Presentations (Mayco and Council)	2	1 (x2) =2	At least Consultant's Project Manager
TOTAL	27	52	

7.8 General arrangements applicable to the abovementioned meetings are as follows:

- a) The venue for Project Committee Meetings will be decided upon by the Municipality. **These meetings will be in-person,**
- b) The Service Provider will be responsible for preparing the draft Invitation and Agenda for all meetings and the Manager: Town Planning and Environmental Management will assist in extending the invitations to participants to attend the relevant meetings and the distribution of the minutes, and
- c) The Service Provider shall be responsible for the taking and drafting of minutes of all meetings and compiling the attendance register.

7.9 Bergrivier Municipality will be responsible for any publications / advertisements and associated costs related to the MSDF. Publications/ advertising are to be compliant with the prescripts of SPLUMA, LUPA and the Municipal By-Law.

8. COMPETENCIES OF THE SERVICE PROVIDER

8.1 A multi-disciplinary professional project team is required.

8.2 The Service Provider project team must have sound knowledge and vast experience in similar type of projects in the following specialist fields: spatial planning, land use management, project management, GIS as well as municipal finance and civil engineering for the purposes of preparing the CEF.

8.3 The project manager should be a Professional Planner (minimum academic B-degree in Town and Regional Planning) with a minimum of 10 years proven experience/track record of relevant spatial planning and project management, and professional registration with South African Council for Planners (SACPLAN). **Bids that do not meet these requirements for the project manager will be disqualified.**

8.4 Other than the project manager / professional planner, the successful service provider's key professional team should at least consist of the following practitioners:

- a) A Professional Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA),
- b) A Municipal Financial Planning Specialist – Minimum B-degree in finance, and
- c) A GIS Practitioner – Appropriate B-degree accredited GIS qualification or equivalent qualification approved by the South African Council for Professional and Technical Surveyors (PLATO).

8.5 If any project team member is to be replaced after the submission of the tender, it will only be acceptable with written agreement of the Municipality.

8.6 Service providers may have to employ other professionals to execute activities which require specific expertise. However, the successful Service Provider is still responsible for the delivery and quality control of all services and the Municipality would not be bound by separate third-party agreements.

8.7 Knowledge, experience, and expertise applicable to the rewrite/ drafting of the MSDF is listed below:

No.	Skillset	Knowledge, experience, and expertise
1.	Spatial Planning	<ul style="list-style-type: none"> • Minimum of 10-years post graduate experience, including integrated planning, municipal spatial planning, and precinct planning, • Minimum of 10-years' experience in development analysis and planning, and socio-economic profiling, • Proven experience and knowledge of the integrated planning, budgeting, and implementation cycle in municipalities, • Experience in land use planning/management, and specifically the application of development contributions policies and calculators in determining the infrastructure implications of land use planning investments, • Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector, and • Sound understanding of the SPLUMA, LUPA and the MSA and demonstrable knowledge of the drafting of CEFs in line the relevant guideline documents.
2.	Project management	<ul style="list-style-type: none"> • Proven management skills for projects of similar scope and character, • The ability to manage the process and ensure coordination, integration and alignment of plans, policies, and strategies of all spheres of government, • Experience in innovative public participation at a municipal level, • Report writing and facilitation skills. The ability to produce thorough, readable, and informative reports and other material, and • The project manager should be a Professional Planner registered with SACPLAN.
3.	Environmental	<ul style="list-style-type: none"> • Sound knowledge of environmental legislation,

No.	Skillset	Knowledge, experience, and expertise
	management	<p>institutional structures and environmental assessment and management practices in the Western Cape,</p> <ul style="list-style-type: none"> • Proven competence to analyze the environment in such a way as to identify significant issues, problems and characteristics and distinguish between underlying causes and superficial symptoms, • Proficiency in integrating and coordinating significant components of both the socio-economic and biophysical environments in such a way as to evaluate options and trade-offs and facilitate sound decision making, and • The ability to offer innovative solutions to address any identified issues in the Bergrivier Municipal area.
4.	Engineering	<ul style="list-style-type: none"> • Minimum of 10-years post graduate experience, including integrated infrastructure demand analysis and planning, capital project investment planning, analysis, prioritization, and budget planning, • Proven experience and knowledge of the full lifecycle of infrastructure planning and design, including project conceptualization, master planning, project preparation and project readiness, infrastructure delivery systems, • Knowledge of municipal powers and functions, service delivery and governance related legislation, and • Knowledge and experience in municipal engineering services.
5.	Finance	<ul style="list-style-type: none"> • A minimum of 5-years' experience in financial modelling and the preparation of Long-Term Financial Plans in the South African local government environment, • An understanding of National Treasury's' requirements for the preparation and finalisation of annual municipal budgets, as well as the integration of the budgeting process with the requirements of the SPLUMA,

No.	Skillset	Knowledge, experience, and expertise
		<ul style="list-style-type: none"> • Minimum of 10-years' experience in development analysis and planning, infrastructure investment planning and analysis, development impact assessments, local government financial planning and analysis, • A robust understanding of public sector development financing instruments and a good grasp of innovations in this sector, • The ability to assess government revenue and government expenditure of public authorities and the adjustment of one or the other to achieve desirable effects and avoid undesirable ones, and • The ability to articulate the available capital for infrastructure investment.
6.	Economic development	<ul style="list-style-type: none"> • Ability to utilize existing policies pertinent to economic and regional development to supplement the MSDF, • Experience in urban development, the economics of development regulations and public private partnerships, • Understanding of Bergvriër Municipality's role within the regional economy as well as the main cross border relationships with adjacent municipalities, • Demonstrated understanding the relationships between various economic variables and the environmental, social and infrastructure contexts, and • The ability to offer innovative solutions to address any relevant issues identified in the Bergvriër Municipal area.
7.	GIS	<ul style="list-style-type: none"> • Technical skills to develop maps and other spatial information, • Geographical information handling, analysis and interpretation skills, and • Understanding of GIS applications and spatial data

No.	Skillset	Knowledge, experience, and expertise
		queries.
8.	Heritage	<ul style="list-style-type: none"> Proven experience in delineating cultural landscapes, clusters of heritage resources and heritage areas.

8.8 **Declaration of Interest:** Service Providers must declare **ANY FORM of interest** in the project or other projects that may be construed (by the municipality, other applicants or interested and affected parties) as having an impact on the envisaged outcomes of this bid. Failure to declare any such interest could result in the cancellation of the bid by the Municipality. See attached declaration form.

9. RESPONSIBILITY OF THE SERVICE PROVIDER

9.1 The following broad roles and responsibilities apply to the Service Provider for the duration of this project:

- a) Full management of the project and its deliverables, including any sub-deliverables quoted for by the Service Provider in their bid,
- b) To serve on the Project Committee and Intergovernmental Steering Committee (where relevant) appointed in terms of the Municipal By-Law and lead discussions relating to the MSDF in accordance with an agenda,
- c) Presenting detailed monthly project progress reports at PC meetings,
- d) Any public participation processes as per the legislative requirements,
- e) Facilitation of workshops with officials, councilors and provincial and national departments as required, to ensure all parties are well informed and contribute to the MSDF preparation process,
- f) The project manager from the Service Provider team will be required to be present at all meetings, presentations, and public participation sessions,
- g) Preparing the draft invitations and agendas to all meetings,
- h) The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event,
- i) The development of appropriate communication materials to support the effectiveness the public participation process, and
- j) Presentations to the relevant Municipal Portfolio Committee(s) as well as Council.

10. RESPONSIBILITY OF THE MUNICIPALITY

10.1 The following broad roles and responsibilities apply to the Municipality during the duration of this project:

- a) Contractual and financial control,
- b) Project leadership and management of critical path aspects,
- c) Sharing of available GIS data,
- d) Acceptance of all project deliverables,
- e) Provide comment, technical assessment and vetting of all draft products,
- f) Assist the Service Provider with the organisation of all structured meetings,
- g) Assist the with logistical arrangements including invitations, booking of venues and communication of timeslots,
- h) Assist the Service Provider with the copying of documents as may be necessary prior to and after meetings and any workshops, and
- i) Any aspect that may arise during the execution of the project and agreed upon by both parties.

11. PROJECT OR CONTRACT PERIOD

The timeframe envisaged for the duration of the project is **approximately 12 months** from the date of appointment. Ideally the time schedule for the project needs to coincide with the IDP process to ensure Council can adopt the final MSDF concurrently with the new/ amended IDP. It is expected of the Service Provider to ensure that sub-contractors/partners in the project adhere to the time commitments. **The bid proposal must conform to this requirement.**

12. REQUESTS FOR CLARIFICATION AND BID PRESENTATIONS

- 12.1 Interested parties considering submitting a bid may submit written requests relating to matters requiring clarity. Any information provided in response to such requests, will be copied to all interested parties.
- 12.2 All bidders who obtain a minimum of 80 for functionality may be required to make a presentation of no longer than 30 minutes to the Bid Evaluation Committee (BEC) and or any other relevant stakeholder(s) within one month of the closing date of the bid, on a date determined by the BEC.

13. BID CRITERIA

- 13.1 For the Municipality to evaluate the bid the bidder must adhere and comply with the requirements set out in this section. Tenders will be evaluated as follows:

Stage 1: Functional Responsiveness

Only tenders scoring a minimum of 80 out of 100 points in stage 1 will be further considered for evaluation in stage 2.

Stage 2: Preferential Procurement

In stage 2 qualifying tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the Bergvliet Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

13.2 The following is required for evaluation of the Tender's **Functional Responsiveness**:

- a) Submission of **resumes of project team members** to be allocated to the project with supporting evidence to clearly illustrate that the member complies with the competencies set out herein, a description of each member's technical competence with 10 years' referenced experience in relation to the project's objectives and track record of relevant expertise. For points to be allocated to the bidder, the qualifications of the nominated team member must be relevant to the nature of the work and the number of years' experience related to the nature of the work required should be clearly indicated.

- b) Outline of suggested **approach and methodology**. The proposed methodology and project plan must set out an approach which responds to the proposed scope of work and articulates what the bidder is offering to provide. The bidder must set out their understanding of the objectives of the study, giving the stated and implied requirements, highlighting issues of importance, and explaining the technical approach that would be adopted to address these.

- c) **Project Plan** detailing roll out of the project including an organizational chart and work breakdown structure that complies with the scope of work, i.e.:
 - i. A detailed breakdown of the various tasks, subtasks, calendar time allocation to ideally correspond with the IDP time schedule (attached as **Annexure C**), resources allocated, major activities and milestones relative to cash flow expectations,
 - ii. A schedule of project team members allocated to the project, their positions and designations and hours they will be involved in the project as well as hourly rates (inclusive of VAT), and
 - iii. Detailed breakdown of budget and cash flows for each of the components and phases. Professional Fees will cover all technical work, including mapping and GIS capture, disbursements, and specialist inputs. Direct costs include cost of subsistence, travel, accommodation, photocopies, printing and mailing cost of letters, equipment, etc. Provision must also be made for printing and replication of the project deliverables.

Failure to comply and/or to complete any of the above, will deemed your tender to be not responsive.

14. INTELLECTUAL PROPERTY

14.1 Copyright, patent rights and other similar rights in any works, products or digital/spatial information created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to the Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

14.2 All information documents, digital/spatial information, records and books provided by the Municipality to any Service Provider in connection with the proposal or otherwise are strictly private and confidential. The Municipality reserves the right to disclose any information provided by any Service Provider to any of the employees of the Municipality.

15. DECLARATION OF CONFIDENTIALITY

The Service Provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the Municipality.

16. FINANCIAL PENALTIES

Failure to meet all the final deliverables by the delivery date will result in a deduction of a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime rate for each day of delay.

Payments will be made only for work performed to the satisfaction of the Municipality. Original invoices to substantiate all costs must be provided. The invoices should include the Municipality's order number that will be provided upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project and for what purpose those hours were spent, and to what extent the objectives were achieved. No copies or e-mailed invoices will be processed.

17. EXTRA WORK

Any costs for extra work by the service provider, incurred over and above this bid which, in the sole opinion of the Director: Corporate Services are due to reasons attributable to the Service Provider during any phase of the project shall be borne by the Service Provider.

18. OUTCLAUSE

18.1 The Bergrivier Municipality reserves the right not to appoint if suitable candidates are not found.

18.2 The Bergrivier Municipality reserves the right to terminate the contract if there is clear evidence of non-performance.

19. CONTACTABLE OFFICIALS FOR CLARIFICATION

Enquiries can be addressed to:

19.1 Enquiries related to **bid documentation** can be directed to:

Name of Official	Tel. number	Email Address
Revedy Hendricks	022 913 6000 022 913 6036	hendricks@bergmun.org.za

19.2 Enquiries related to these **Terms of Reference** can be directed to:

Name of Official	Tel. number	Email Address
Werner Wagener	022 913 6000 022 913 6046	wagenerw@bergmun.org.za

DESCRIPTION OF SCORES

SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE

TOTAL WEIGHTING = 50	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE	BIDDER INFORMATION
Qualification and registration Weighting = 10		All <u>four key practitioners</u> are qualified and registered as required or accredited (where professional registration does not apply):	
	3	1. Project Manager: Degree in Town and Regional Planning and registered with SACPLAN (Failure will lead to disqualification of bidder)	
	3	2. Degree in engineering and registered with ECSA	
	3	3. Degree in finance and registered with SAIPA	
	1	4. Appropriate B-degree accredited GIS qualification	
Project Management Weighting = 5	5	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing between 8 – 10 MSDF-projects or projects of similar scope and character to that envisioned in these terms of reference	
	4	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 5 - 7 MSDF-projects or projects of similar scope and character to that envisioned in these terms of reference	
	3	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 3 - 4 MSDF-projects or projects of similar scope and character to that envisioned in these terms of reference	

TOTAL WEIGHTING = 50	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE	BIDDER INFORMATION
	2	Professional Planner as Project Manager with proven management skills and experience in undertaking and managing 1 - 2 MSDF-projects or projects of similar scope and character to that envisioned in these terms of reference	
	0	Project Manager with no proven management skills and experience in projects of similar scope and character to that envisioned in these terms of reference	
Spatial Planning (registered town Planner) Weighting = 10	10	7 or more years' experience and expertise in spatial planning practices in the Western Cape	
	6	4 to 6 years' experience and expertise in spatial planning practices in the Western Cape	
	2	1 to 3 years' experience and expertise in spatial planning practices in the Western Cape	
	0	No experience and expertise in spatial planning practices in the Western Cape	
Financial Management Weighting = 10	10	7 or more years' experience and expertise in financial management in the Western Cape	
	6	4 to 6 years' experience and expertise in financial management in the Western Cape	
	2	1 to 3 years' experience and expertise in financial management in the Western Cape	
	0	No experience and expertise in financial management in the Western Cape	

TOTAL WEIGHTING = 30	MAX VALUE	INTERPRETATION OF THE TERMS OF REFERENCE AND QUALITY OF THE METHODOLOGY AND PROJECT PLAN PRESENTED	BIDDER INFORMATION
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TOTAL WEIGHTING = 50	MAX VALUE	SERVICE PROVIDERS, SKILLS, COMPETENCIES AND EXPERIENCE	BIDDER INFORMATION
Infrastructure service delivery / civil engineering Weighting = 10	10	7 or more years' experience and expertise in infrastructure service delivery / civil engineering	
	6	4 to 6 years' experience and expertise in infrastructure service delivery/ civil engineering	
	2	1 to 3 years' experience and expertise in infrastructure service delivery/ civil engineering	
	0	No experience and expertise in infrastructure service delivery / civil engineering	
GIS projects Weighting = 5	5	7 or more years' experience and expertise in GIS projects of a similar scale and nature	
	4	4 to 6 years' experience and expertise in GIS projects of a similar scale and nature	
	2	1 to 3 years' experience and expertise in GIS projects of a similar scale and nature	
	0	No experience and expertise in GIS projects of a similar scale and nature	

<p style="text-align: center;">Understanding of scope of work Weighting = 20</p>	20	Proposal indicates an excellent understanding of scope of work, giving the stated and implied requirements, highlighting issues of importance and explaining the proposed technical approach that would be adopted to address these and give a clear indication of deliverables provided in phased process	
	15	Proposal indicates a good understanding of scope of work, giving the stated and implied requirements, highlighting issues of importance and explaining the proposed technical approach that would be adopted to address these and give a clear indication of deliverables provided in phased process	
	5	Proposal demonstrates a poor understanding of scope of work and requirements and issues of importance and provides limited information on the technical approach to be adopted	
	0	Proposal does not reflect the implied requirements of scope of work and/or explain the proposed technical approach and/or reflects no issues of importance	
<p style="text-align: center;">A clear indication of deliverables Weighting = 10</p>	10	An excellent indication of deliverables provided that is in line with the DRDLR guidelines for the drafting of MSDFs	
	3	A poor indication of deliverables with little cognisance taken of the DRDLR Guidelines for the drafting of MSDFs	
	0	No indication of deliverables included, and no cognisance taken of the DRDLR Guidelines for the drafting of MSDFs	

TOTAL WEIGHTING = 20	MAX VALUE	ABILITY TO DELIVER EXPECTED PRODUCT WITHIN TIMEFRAMES STIPULATED	BIDDER INFORMATION
work breakdown structure Weighting = 10	10	An excellent and detailed work breakdown structure provided indicating tasks, resources allocated and timeframes applicable	
	5	An acceptable work breakdown structure is provided but does not indicate all tasks, resources allocated and timeframes applicable	
	2	A poor work breakdown structure is provided and does not indicate all tasks, resources allocated and timeframes applicable	
	0	No work breakdown structure is provided	
Schedule of team members weighting= 5	5	Detailed schedule of all team members provided	
	2	An acceptable schedule of team members is provided but does not provide enough detail	
	0	No schedule of team members is provided	
Breakdown of budget weighting = 5	5	An excellent and detailed breakdown of budget and cash flow / payment schedule provided that corresponds with the IDP timeline	
	2	An acceptable breakdown of budget and/or cash flow / payment schedule provided	
	0	No breakdown of budget and no cash flow / payment schedule indicated	

Annexure A: Pro Forma CEF Terms of Reference

28 April 2021

Please see below a Pro-Forma CEF Terms of Reference which can be used as a scope of works for CEF's to be outsourced. This Terms of Reference has drawn on multiple sources, namely:

1. A Guide to preparing a Capital Expenditure Framework (COGTA, 2019).
2. The Development Bank of South Africa's (DBSA) Request for Proposals (RFP): APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF CAPITAL EXPENDITURE FRAMEWORK (CEF'S) FOR FOUR LOCAL MUNICIPALITIES (2018).
3. Experience in developing the CEF for Oudtshoorn and Prince Albert (2020/ 2021).

Please note some of what is provided below is a **copy and paste** from the DBSA's RFP.

The Pro Forma Terms of Reference for a CEF

1. INTRODUCTION

The following sets out the scope for the development of a Capital Expenditure Framework, either as part of the development of a Municipal Spatial Development Framework (MSDF) or do be done following the completion of a MSDF.

1.1. BACKGROUND

Whilst a "capital investment framework" has been a requirement of Municipal Spatial Development Framework's (MSDF's) since 2001, as set out in the Municipal Planning & Performance Management Regulations (2001), it is only with the advent of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) ('SPLUMA') that increased focus has been placed on the need for municipalities to develop Capital Expenditure Framework's (CEF's) as part of their council-approved MSDF's.

Section 21(n) of the SPLUMA requires municipalities to develop Capital Expenditure Frameworks (CEF) as a key component of their Spatial Development Frameworks (SDF). Specifically, section 21(n) states that *a municipal spatial development framework must – determine a capital expenditure framework for the municipality's development programmes, depicted spatially.*

The CEF is a planning tool that aims to ensure that capital infrastructure planning and municipal budgeting is aligned to the spatial strategies and proposals set out in the MSDF. Specifically, the outcome of a CEF process will be a 10-year capital portfolio of infrastructure investments that are prioritised according to the municipality's

spatial, engineering, and financial objectives; affordable to the municipality; and spatially aligned to the MSDF. The implementation of this portfolio of infrastructure investments will assist the municipality in achieving the implementation of the MSDF, inclusive of spatial transformation.

This scope of work is aligned to the approach in the Department of Cooperative Governance & Traditional Affairs' Guide to Preparing Capital Expenditure Frameworks.

2. KEY OUTPUTS OF THE PROJECT

The key outputs of the assignment include:

- 1) **Information Gathering Stage + Development of a Comprehensive List of Infrastructure Projects based on engineering master and sector plans:** To list all infrastructure projects derived from all infrastructure master plans, sectors plans, the MSDF and other infrastructure planning sources into a single consolidated table indicating infrastructure needs, wants and interdependencies per functional area over at least a 10-year period.
- 2) **Infrastructure Demand Quantification:** To translate or quantify the MSDF proposals into an understanding of social facilities, land, and infrastructure needs / implications per functional area. This includes a detailed spatial analysis of the existing and projected population, and household and economic growth trends of the municipality, per functional area over a 10-year period. The anticipated growth in population, households, and economic growth, must translate into a land budget indicating the demand for residential, commercial, industrial, and institutional land-uses for the next 10 years. This articulation of the growth plan will need to be translated or quantified in terms of the associated infrastructure investments needed per functional area, with reference to the municipality's infrastructure master plans
- 3) **Consolidated Infrastructure Portfolio of Projects:** Set out an infrastructure portfolio of projects which reconciles the comprehensive list of infrastructure projects (from engineering master plans, municipal IDMS, capital project plans, sector plans etc.) with the infrastructure demand quantification of the MSDF proposals, checking for duplication.
- 4) **Affordability Envelop determination and confirmation of Long-Term Financial Plan:** Confirm the findings of the LTFP, or adjust the LTFP with updated information, which sets out clearly the expected revenue, expenses, and capital expenditure available to the municipality over a 10-year period. This may require financial modelling that models future expenditure and revenue based on historical trend analysis, changes in the external environment and policy choices. The outcome of which should be the funding envelop for capital expenditure over the next 10-years, and a basis upon which the municipality will be financially sustainable.
- 5) **Long Term Financial Strategy:** Develop a Long-Term Financial Strategy (LTFS) for the municipality based on the LTFP projected revenue and expenses. The LTFS should also provide guidance on the optimal funding strategy to follow that would enable the municipality to rehabilitate where needed, and maintain,

replace, and extend its municipal infrastructure asset base. The LTFS should provide a view of the gap between revenue and needed capital expenditure, identify the emerging or systemic issues arising and devise policy and strategy responses to address these.⁶

- 6) **Prioritised Capital Expenditure Programme:** the infrastructure required to implement the MSDF and supporting sector plans is brought together and integrated into a sequenced portfolio and then, in this step, prioritised based on a set of criteria defined within the process to develop a CEF in order to define a 10-year programme that should be implemented through the MTREF and inform future Long Term Financial Planning. The prioritised municipal capital expenditure programme should be linked to the spatial vision, demand quantification, and LTFS. The product and tables that are developed for the 10-year programme should be structured in such a way that it will assist the municipality in project identification in the integrated development planning process, programme and project prioritisation, capital expenditure budgeting, and implementation monitoring, and must be provided to the municipality in excel format.

Note 1: The relationship between CEF and MSDF proposals

The CEF must take its lead from the MSDF proposals. In order for the CEF to be compiled, the MSDF proposals must clearly categorise spatially, both at municipal and town scale, the future form that development should take in particular areas and prioritise these areas, in order that the CEF can establish the nature and quantity of infrastructure needed (and the concomitant cost) to support the development of these areas as envisaged.

Therefore, prior to the commencement of the CEF, the **spatial proposals from the SDF proposals maps** must be articulated both at the municipal-wide scale and the town-wide scales in order to derive the **Spatial Category for Investment Planning maps** which will illustrate **Priority Investment Areas, Restructuring Zones, Consolidation Areas, Densification Encouragement Areas, New Development Areas** and any **other spatial category** to be aware of before delving into the implications for infrastructure planning and financial planning of the municipality. Please see section 6.2 of the CEF Practice Note 1: An Introduction to CEF's (DEA&DP, 2021) for further detail on what content the MSDF needs to contain for a CEF to be developed.

Note 2: The importance of validating findings with top management and technical officials at key points in the project

In all phases of the method, findings must be validated with key stakeholders. Specifically, **technical staff from the planning, engineering and finance offices must be involved in and consulted in all phases of the projects**, and at least the executive management of the municipality must be appraised of progress at least at the end of phase 3 in the process, as well as when draft phase 4 and 5 are available for discussion. The municipality may also decide to include the Municipal Council in various phases of the projects. Specifically, it is critical that the Municipal Council be given an opportunity to provide input on phase 4 (Prioritization Criteria Determination) which determines which projects will be prioritized.

3. ACTIVITIES

⁶ It is noted that a LTFP and LTFS could be a serious cost-driver for the development of a CEF, especially if a municipality does not have one. Ideally, a municipality should draw on the work that it has done in the past, undertaking adjustments or extrapolations to the original product, where required. The need to develop a new LTFP and LTFS should be carefully considered with the Finance office and budgeted for accordingly.

The primary scope of this assignment is the preparation of a Capital Expenditure Framework and is informed by the requirements for the preparation of a CEF as per the "Guideline to Preparing a Capital Expenditure Framework" prepared by the Department of Cooperative Governance, as well as the method set out in the CEF Practice Note 1 of the Western Cape Department of Environmental Affairs and Development Planning (2021). To achieve the desired outcomes of this assignment, to meet the objectives set out above, the following phases will be undertaken as shown in the method diagram below (Figure 1).

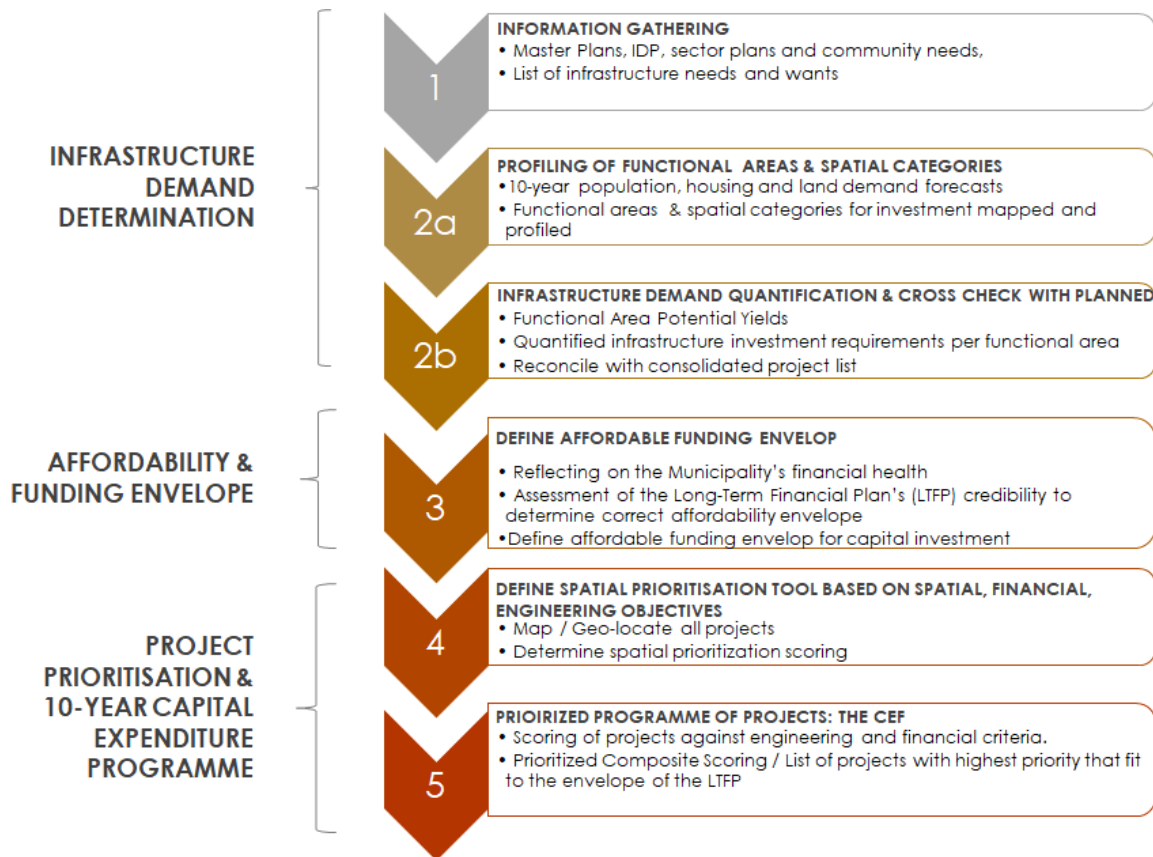


Figure 1: A five phase method for the development of a CEF

3.1. PHASE 1: INFORMATION GATHERING

Aim:

- To document all infrastructure investment projects identified as needed (new, renewal and maintenance) for a 10-year period into a single consolidated table.

Activities:

- Get copies of the latest **Engineering master plans & sector plans**:

- i) Water Services Development Plan
- ii) Water & Sanitation Master Plan
- iii) Integrated Waste Management Plan
- iv) Electrical Network Plan
- v) Roads and Storm water masterplan
- vi) Human Settlement Plan / Pipeline
- vii) Integrated Transport Plan (West Coast District Municipality's plan includes Bergrivier Municipality)
- viii) Long Terms Financial Plan
- ix) MIG 3-year capital plan / municipal IDMS/ capital project plan

- Produce **consolidated list of infrastructure projects** per infrastructure type and per financial year, including spatial location / spatial impact for the next 10 years using mSCOA format of tabulating budget and project information (derived from masterplans, IDP, sector plans).

Note: When assessing each infrastructure plan, and resultant list of infrastructure projects, a checklist of questions should be considered:

- What population projection estimates informed the plan? Were these under or overestimated and do they align with the latest / SDF projections?
- What is the infrastructure sequencing being proposed and does this fit within the SDF development priorities?
- What are the risks and dependencies of and/or between infrastructure projects being proposed?
- Have infrastructure projects been implemented as scheduled or have new or different priorities and projects emerged?

Deliverable:

- A consolidated table of all infrastructure projects categorized per infrastructure type, over a 10-year period.

Key Participants in this phase are the technical and engineering services departments of the municipality, as well as the Department of Local Government: Municipal Infrastructure Directorate.

3.2. PHASE 2A: FUNCTIONAL AREA AND SPATIAL CATEGORY FOR INVESTMENT PLANNING PROFILING & DEMAND QUANTIFICATION

Aim:

- To develop a socio-economic and spatial profile of the local municipal area, highlighting the features that will impact on long-term growth within the municipalities.
- To develop a similar socio-economic and spatial profile of each of the Functional Areas identified for the municipalities.
- To determine the population and household growth trends per functional area based on a ten-year horizon for the local municipal area.
- Anticipated land required across land uses to meet this demand

Activities:

- Confirm / identify / **map functional areas** (see Definition in CEF Practice Note 1).
- Confirm / identify / **map Spatial Categories for Investment Planning**.⁷
- Confirm or define & map **hierarchy and typology** of settlements, nodes, and priority development areas.

For **each functional area**⁸:

- Current and future population & household growth projections.
- Determine MSDF proposals seeking spatial transformation & consider impact on demand.
- Set out the **anticipated land required** across **land uses** to meet population, household and MSDF demand **per functional area**.
- **Identify** the **land available** for development (current and future) in each functional area.
- Land use mixes and **development yields** linked to this projected household growth demands in each functional area must be reconciled with the land identified to accommodate future development (which includes densification, brownfield and greenfield development) as well as the spatial directives articulated by the MSDF proposals and spatial categories for investment planning. Specific attention should be paid to ensuring that the phasing of the proposed developments and yield uptake must align to the spatial strategy intent articulated in the MSDF.
- **Backlogs** must be determined **per infrastructure type and per functional area** (community services, facilities, infrastructure needs).
- Profile **existing customer base**: residential & non-residential customers to show **existing access to services** & levels of service.
- **Determine** how much **land is available**, as per MSDF, to accommodate growth.
- **Zoning map** per town: **determination of what “full utilization of rights”** would mean from service provision perspective and conversely, what reserve capacity should be set aside for under-utilized rights⁹.

Deliverables:

- Functional areas map and spatial categories for investment planning map (at both municipal-wide and settlement scales).

⁷ This would either be done in the MSDF proposals section if the CEF is being developed as part of a MSDF or done at the commencement of the CEF chapter if a standalone CEF is being developed (after the development of the MSDF).

⁸ Functional areas need to be wall to wall (for the entire municipal area) to ensure that population counts, projections and engineering needs are determined for the full municipality.

⁹ This is a “nice to have” aspect of the CEF, to ascertain what the infrastructure and bulk implications would be if a full utilization of rights of the zoning scheme was exercised.

- Current and projected population, household, and land needs per functional area, split between land uses, aligned to MSDF.
- Identification of sites in each functional area that will accommodate increased households or increased rights.
- Total development yields per functional area, based on identified sites and projected household growth, underpinned by MSDF.¹⁰

Key Participants in this phase is the spatial planning department of the municipality, as well as the Department of Environmental Affairs and Development Planning: Spatial Planning Directorate.

3.3. PHASE 2B: INFRASTRUCTURE DEMAND QUANTIFICATION – IDENTIFY INVESTMENT REQUIREMENTS

Aim:

Based on the land yield demand (from phase 2a), determine:

- what land needs to be acquired to accommodate the future growth.
- the infrastructure investment requirements over a 10-year period.
- the bulk infrastructure demand per service type over a 10-year period.

Activities:

- Compile / confirm **land demand for 10-year period** as per yields per land use (aligned to MSDF).
- Ascertain **land acquisition / land release** requirements for 10-year period (aligned to MSDF).
- Model and ascertain **infrastructure investment / capital expenditure requirements for 10-year period** (aligned to MSDF) which must include growth, backlogs, asset renewal or replacement, based on phase 2a's demand quantification (check against IDP, MSDF, master plans). This can be done using the Western Cape Government's (or municipality's own) Development Contribution Calculator.
- Identify **operational and maintenance** expenditure requirement over a 10-year period.
- Allocate demand and expenditure between municipality, other government, and private sector.
- Consider to what extent findings from this phase require attention or validates MSDF.
- Clarify phasing and sequencing requirements of infrastructure investments (looking at dependencies between infrastructure investments or sectors).

Based on the above, compile a **spatially referenced capital project portfolio** (10-year horizon) which:

- Draws from the **infrastructure investment** need that is linked to the land yields (from phase 2b).
- Draws from the **consolidated table of all infrastructure projects** that are derived from infrastructure master plans (from phase 1).
- Compares the outputs from phase 1 and phase 2b and **reconciles this municipal capital project portfolio with what was identified in phase 1** (drawn from engineering master plans/ municipal IDMS/ capital project plans).
- Identify **capital project portfolio** of other **government departments/ entities**.
- Identify **capital project portfolio** per **Functional Area**.
- Identify **capital project portfolio** per **Spatial Category for Investment Planning**.

¹⁰ For examples of how this is done, see the CEF Addendum to the George Municipality MSDF (Table 18 and 19 of George MSDF Addendum), the Prince Albert CEF or the Oudtshoorn CEF.

Deliverables:

- **Infrastructure investment** (and cost of infrastructure) per **infrastructure type per functional area** identified over a 10-year period.
- A **reconciled municipal capital project portfolio**, comparing infrastructure investment derived from land yields, as well as engineering master plans.
- **Map all infrastructure investment requirements**, overlaid with Spatial Category for Investment Planning & Functional Areas.

Key Participants in this phase are the technical and engineering services, and spatial planning departments of the municipality, as well as the Department of Local Government: Municipal Infrastructure Directorate and Department of Environmental Affairs and Development Planning: Spatial Planning Directorate.

3.4. PHASE 3: DEFINE AFFORDABLE FUNDING ENVELOP (including Long Term Financial Plan preparation or corroboration AND the development of Long-Term Financial Strategies to fund the infrastructure investments required)

Aim:

- To ascertain the forecast municipal revenue and expenses over a 10-year period and **forecast capital available for infrastructure** investment.
- Develop a Long-Term Financial Strategy (LTFS) for the municipality based on the LTFP projected revenue and expenses.

Activities:

- Develop (or utilize an existing) populated and calibrated base long-term financial planning model with the latest audited financial statements from the municipality providing a status quo, as well as a projected revenue and expenditures for the municipality.
- Forecast revenue, operational expenditure & capital expenditure for the municipality for the next 10 years.
- Municipal financial health status quo assessment.
- Undertake a Long-Term Financial Strategy (LTFS) options assessment which provides guidance on the optimal funding strategy to follow that would enable the municipality to rehabilitate where needed, and maintain, replace, and extend its municipal infrastructure asset base. The LTFS should provide a view of the gap between revenue and needed capital expenditure, identify the emerging or systemic issues arising and devise policy and strategy responses to address these.

Deliverable:

- A table forecasting revenue, operational expenditure, and capital expenditure, hence defining the “funding envelop” for capital expenditure.
- Determine the financial parameters for the implementation of the 10-year capital expenditure programme.

- Identify strategies and financial policies that should be used to fund the capital expenditure and infrastructure investment of the municipality, based on the LTFS developed.

Scenarios to approaching the CEF Phase 3 Deliverable (determining the Affordability Envelop)

It is recognised that the development of a Long-Term Financial Plan (LTFP) may be a costly aspect of the CEF process, and hence the following three scenarios are possible in approaching the development of the CEF phase 3 deliverable (please note that the municipality must very clearly articulate which option it wishes to pursue):

Scenario 1: Build a comprehensive LTFP into the brief for the CEF. This is both the most beneficial and costly scenario.

Scenario 2: If the municipality already has an up to date LTFP, then simply use its outputs to determine the forecast revenue, expenses and ascertain the funding envelop, as well as extract LTFS proposals.

Scenario 3: Where the LTFP is outdated or the municipality does not have funding to undertake one, there are options to use a simple method of extrapolation & basic modelling (using basic assumptions of future revenue / expense growth) to ascertain the future revenue, expenses & affordability envelop for the next 10 years, using the most recent audited Annual Financial Statements. The directorate Spatial Planning can be contacted for how this can be done.

Regardless of which scenario plays out, the CEF **must** be used as a key informant and basis for any future financial modelling in the municipality.

PRIORITISATION TOOL FOR INFRASTRUCTURE INVESTMENT					
			Project A	Project B	Project C
SPATIAL STRATEGY PRIORITISATION CRITERIA	Criteria 1: Project Falls within a Municipal Scale Priority Investment Area? (Y = 1, N = 0)		1	1	0
	Criteria 2: Project Falls within a Settlement Scale Priority Investment Area? (Y = 1, N = 0)		1	0	0
	Criteria 3: Project Falls within a settlement scale Priority Investment Area, Upgrade Area, Density Encouragement Area or Informal Settlement Upgrading Area? (Y = 1, N = 0)		1	0	0
	Criteria 4: Project directly related to enabling the implementation of a MSDF Spatial Policy or Strategy, such as Spatial Transformation? (Y = 1, N = 0)		1	0	1
ENGINEERING PRIORITISATION CRITERIA	Criteria 5: Is this addressing a backlog? (Y = 1, N = 0)		1	0	1
	Criteria 6: Is this project giving effect to services required in terms of a statutory or legal requirement? (Y = 1, N = 0)		0	1	1
	Criteria 7: Will this project unlock new investments, attract new economic activities or generate new rates income for the municipality? (Y = 1, N = 0)		0	1	1
	Criteria 8: Is the project implementation ready? (Y = 1, N = 0)		1	1	1
	Criteria 9: Is this infrastructure a net Asset or net Liability for the municipality? (Y = 1, N = 0)		1	0	1
FINANCIAL PRIORITISATION CRITERIA	Criteria 10: Will this infrastructure be revenue generating? (Y = 1, N = 0)		0	0	0
	Criteria 11: Will this infrastructure be affordable to the municipality from a capital investment perspective? (Y = 1, N = 0)		0	0	0
	Criteria 12: – Is the project an asset renewal / replacement project? (Y = 1, N = 0)		0	1	0
	Criteria 13: Will this infrastructure be affordable to the municipality from an operational / maintenance perspective? (Y = 1, N = 0)		1	0	0
COMPOSITE SCORE			8	5	6
COMPOSITE PERCENTAGE			61.53846	38.46154	46

3.5. PHASE 4: DEFINE SPATIAL PRIORITIZATION TOOL

Aim:

- Develop a capital project portfolio **project prioritization tool**, based on spatial, financial, and engineering imperatives, which will be used to score, rank, and list the prioritized portfolio of infrastructure investments.

Activities:

- Agree on multiple **prioritization criteria** against which the capital project portfolio can be assessed and ranked. This tool will assist in prioritizing the 10-year infrastructure project portfolio and hence the criteria must as a minimum consider alignment with the MSDF, the affordability for the municipality, promotion

of long-term financial sustainability, and alignment to engineering needs and objectives. See example below of a binary prioritization tool. The criteria can be weighted and altered as needed to create a more nuanced prioritization tool.

- The capital project portfolio prioritisation tool may also include Environmental, Social and Governance (ESG) impact criteria as well, which can extend its use to other programmes that require infrastructure project prioritisation or scoring (such as the alternative infrastructure financing facilities).

Deliverables:

- A project prioritization tool for infrastructure project prioritisation.

Note: Too many criteria in the prioritization tool limit its impact to effectively prioritize and rank the infrastructure portfolio. Limit the number of criteria to a maximum of 15 (ideally less), and weight non-negotiable criteria the highest.

3.6. PHASE 5: PRIORITIZED CAPITAL EXPENDITURE PROGRAMME

Aim:

- Determine the prioritised portfolio of infrastructure investments for a 10-year period using the prioritisation tool developed, aligned to the MSDF, and within the affordability envelop as defined in phase 3.
- Develop a 3-year MTREF pipeline of projects, based on this 10-year programme.

Activities & Deliverables:

- Set out the 10-year capital project portfolio (the list of required capital infrastructure expenditure projects), per functional area, as derived **from phase 1 and phase 2b**, making sure to check for duplication of projects from these phases.
- Using the **prioritisation tool** that was developed in **phase 4**, and in collaboration with the engineering, finance and town planning municipal officials, score and **rank all infrastructure projects** against the agreed prioritisation criteria to arrive at a **prioritised list of infrastructure projects**.
- Using the **prioritised list of infrastructure projects**, together with the **defined funding envelop** from **phase 3**, fit the prioritised infrastructure projects within the 10-year funding envelop. Identify which projects fall within and which do not fall within the affordability envelop, considering **interdependencies and sequencing considerations** of infrastructure investments needed. Tailor or phase the proposed programme within the defined expenditure envelope defined by the LTFP (from phase 3).
- Compile a **spatially referenced capital project portfolio** which is prioritised and fits within the defined affordability envelop.
- Based on the proposals from the Long-term Financial Strategy, match the **funding strategies** and supporting policies needed to implement the prioritised, affordable programme of projects.
- Present a **spatial analysis** of the **Prioritised Capital Expenditure Programme** (10-year portfolio). In this, evaluate capital portfolio and identify which capital projects will contribute towards achieving MSDF spatial transformation agenda.
- **Develop a MTREF (3-year) Project Expenditure Programme for the entire municipality and per functional area.**

- Both the 10-year Prioritised Capital Expenditure Programme and the 3-year MTREF Project Expenditure Programme must be done in an excel spreadsheet which allows the information to be filtered and presented in the following ways:
 - Projects can be identified per sector.
 - Projects can be identified as new, upgrade, renewal, or maintenance.
 - Projects can be identified per functional area or spatial category for investment planning (for example, all projects in a particular priority investment area can be identified).
 - One can identify which projects are serving low-income households, based on where they are located.

The final CEF report will present phase 1 to 5 in a single, coherent, logically laid out and accessible document, containing key outputs of the calculations and excel spreadsheets in which the work was undertaken. The actual excel spreadsheets will be annexed to the document, and fully available and accessible to the municipality, including any equations, formulae or methods used to derive the findings that are presented in the excel spreadsheets. No black box systems, software or products will be accepted – the municipality must be able to use the tools without consultant assistance or maintenance contracts.

4. REQUIRED EXPERTISE

To execute this assignment successfully, the Professional Project team must possess the required knowledge, experience, and expertise. If the project is undertaken by external service providers, the project team should be made up of at least the following 3 core skillsets:

Municipal Infrastructure and Integrated Planning Engineering Specialist

- Registered Professional Engineer (ECSA) with a post graduate degree in Civil Engineering or related specialist engineering field (MEng or equivalent).
- Minimum of 10-years post graduate experience, including integrated infrastructure planning, capital project investment planning, analysis, prioritization, and budget planning.
- Proven experience and knowledge of the full lifecycle of infrastructure planning and design, including project conceptualization, master planning, project preparation and project readiness.
- Minimum of 10-years' experience in development analysis and planning, socio-economic profiling, infrastructure demand analysis, infrastructure investment planning and analysis, development impact assessments, local government financial planning and analysis.
- Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector.
- Sound understanding of the IUDF, SPLUMA, MSDP and demonstrable knowledge of the execution of CEFs in line the relevant guideline documents.

Municipal Financial Planning Specialist

- A minimum of 5-years' experience in financial modelling and the preparation of Long-Term Financial Plans in the South African local government environment.

- An understanding of National Treasury's' requirements for the preparation and finalisation of annual municipal budgets, as well as the integration of the budgeting process with the requirements of the SPLUMA.
- Minimum of 10-years' experience in development analysis and planning, socio-economic profiling, infrastructure demand analysis, infrastructure investment planning and analysis, development impact assessments, local government financial planning and analysis.
- A robust understanding of public sector development financing instruments and a good grasp of innovations in this sector
- Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector.
- Sound understanding of the IUDF, SPLUMA, MSDF and demonstrable knowledge of the execution of CEFs in line the relevant guideline documents.

An Urban and Regional Planner with Municipal Spatial Planning experience

- Registered Professional Planner (SACPLAN) with a post graduate degree in City and Regional Planning.
- Minimum of 10-years post graduate experience, including integrated planning, municipal spatial planning, precinct, and layout planning.
- Proven experience and knowledge of the full integrated planning, budgeting, and implementation cycle in municipalities.
- Experience in land use planning, and specifically the application of development contributions policies and calculators in determining the infrastructure implications of land use planning investments.
- Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector.
- Sound understanding of the IUDF, SPLUMA, MSDF and demonstrable knowledge of the execution of CEFs in line the relevant guideline documents.

At least one team member must possess strong GIS and data analysis skills.

5. CONTRACT MANAGEMENT AND REPORTING

- The municipality will be responsible for the contract administration and the management of project finances. The delivery of project outputs will be managed by the municipality, in line with the agreed to Project Implementation Plan.
- A CEF Project Steering Committee (PSC), in the absence of a MSDF Intergovernmental Steering Committee, will be established to manage, monitor, and oversee the project, including approval of the deliverables in line with the agreed to Inception Report and Project Implementation Plan. The Professional Teams and the Project Steering Committee will also be responsible for verifying and endorsing Project Progress Reports and Disbursement Requests which will be submitted for approval.
- The Service Provider will be expected to attend all the Project Steering Committee meetings, to a maximum of 6 meetings, over 18 months.
- The contract with the successful PSP(s) will be for a period of 18 months. The project will commence upon the signing of a Service Level Agreement (SLA) between the municipality and the service provider. This SLA will govern the relationship between the municipality and the professional service provider(s).

6. COPYRIGHT, INTELLECTUAL PROPERTY, DISCLAIMER

- If the work is outsourced, the professional service provider surrenders all claims to Intellectual Property and/or Copyright in terms of any systems, methodologies, processes developed, or data collected/improved under the contract.
- All data collected or derived as a result of and during the contract period is retained and belongs to the municipality, and the Western Cape Government.
- Data collected or derived will be provided to the municipality and Western Cape Government in an accessible, dynamic and useable format, such as in Microsoft Excel, Access and Word.
- Intellectual Property registered prior to the BID dates are excluded from this clause.
- No black box systems or non-accessible software will be accepted as part of this project, which sets the service provider up for "evergreen" maintenance or servicing contracts and the proposals to include one will disqualify bidder.
- Municipal officials must be fully empowered to use and apply the tools and systems developed as part of this project, which is why excel is the preferred tool for data presentation, analysis, and interpretation.
- GIS data will be provided in ESRI format map packages and be the IP of the municipality.
- Numerical data and analysis will be presented in Microsoft Excel format and be the IP of the municipality.

Annexure : Minimum ISO/ SANS 1878 Implementation

Generic Meta-Data Aspect		Field Name: ISO/ SANS 1878	Required?
Citation (What is it about and who created it or owns it)	Title	Dataset Title	Yes
	Publication Date	Dataset Reference Date	Yes
	Author/ Responsible Party	Dataset Responsible Party Name	Yes
		Organization	Yes
		Dataset Responsible Party Position	Optional
	Topic/ Category/ Keywords	Dataset Topic Category	Yes (1)
	Abstract	Dataset Abstract	Yes (1)
Provenance/ Lineage	Lineage Statement	Optional	
Technical Data Set Parameters	Language	Dataset Language	Yes
	Character Set	Dataset Character Set	Optional
	Scale	Dataset Scale	Optional
	Format	Dataset Format Name	Yes
	Format Version	Dataset Format Version	Optional
	Data Representation	Representation	Yes (3)
	Spatial Reference System	Reference System	Yes (3)
Coverage (Main Dimensions of the Data)	Spatial Coverage/ Bounding Coordinates	Location	Yes
		Latitude	Yes (2)
		Longitude	Yes (2)
		Western Bounds	Yes (2)
		Southern Bounds	Yes (2)
		Eastern Bounds	Yes (2)
		Northern Bounds	Yes (2)
		Minimum Vertical Extent	Optional
		Maximum Vertical Extent	Optional
		Vertical Extent Unit	Optional

		Vertical Extent Datum	Optional
	Temporal Coverage/ Start and End Dates for Data	Begin Date	Yes
		End Date	Yes
Meta-Data Elements	Online Resource	<u>Online Resource URL</u>	Yes (4)
		Online Resource Protocol	Optional
		Online Resource Name	Yes (4)
		Online Resource Description	Yes (4)
	Meta-Data Standard	Metadata Standard Name	Yes
		Metadata Standard Version	Optional
		Metadata Language	Yes
		Metadata Character Set	Optional
	Custodian's Reference	Metadata File Identifier	Optional
	Meta-Data Creation Date	Metadata Time Stamp	Yes
	Custodian	Metadata Point Of Contact Individual Name	Yes
		Metadata Point Of Contact Organization Name	Yes
		Metadata Point Of Contact Position Name	Optional
Metadata Point Of Contact Role		Optional	

BERGRIVIER MUNICIPALITY

PROCESS PLAN FOR THE INTEGRATED DEVELOPMENT PLAN FOR THE TERM OF OFFICE OF THE NEWLY ELECTED COUNCIL



MAY 2022

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1 INTRODUCTION

1.1 Points of Departure

The Integrated Development Plan is a municipality's principle strategic plan that addresses the most critical development needs of the municipal area (external focus) as well as the most critical governance needs of the organisation (internal focus). The Municipal Systems Act, 2000 (Act 32 of 2000) states clearly that the Integrated Development Plan –

- *“is adopted by council within one year after a municipal election and remains in force for the council's elected term (a period of five years);*
- *is drafted and reviewed annually in consultation with the local community as well as interested organs of state and other role players;*
- *guides and informs all planning and development, and all decisions with regard to planning, management and development;*
- *forms the framework and basis for the municipality's medium term expenditure framework, annual budgets and performance management system; and*
- *seeks to promote integration by balancing the economic, ecological and social pillars of sustainability without compromising the institutional capacity required in the implementation, and by coordinating actions across sectors and spheres of government.”*

The **integrated development planning process** has to provide a platform for identifying, discussing and resolving the **real issues and needs** in a municipality to a level of detail which is required for realistic costing and which helps manage the implementation process without much delay.

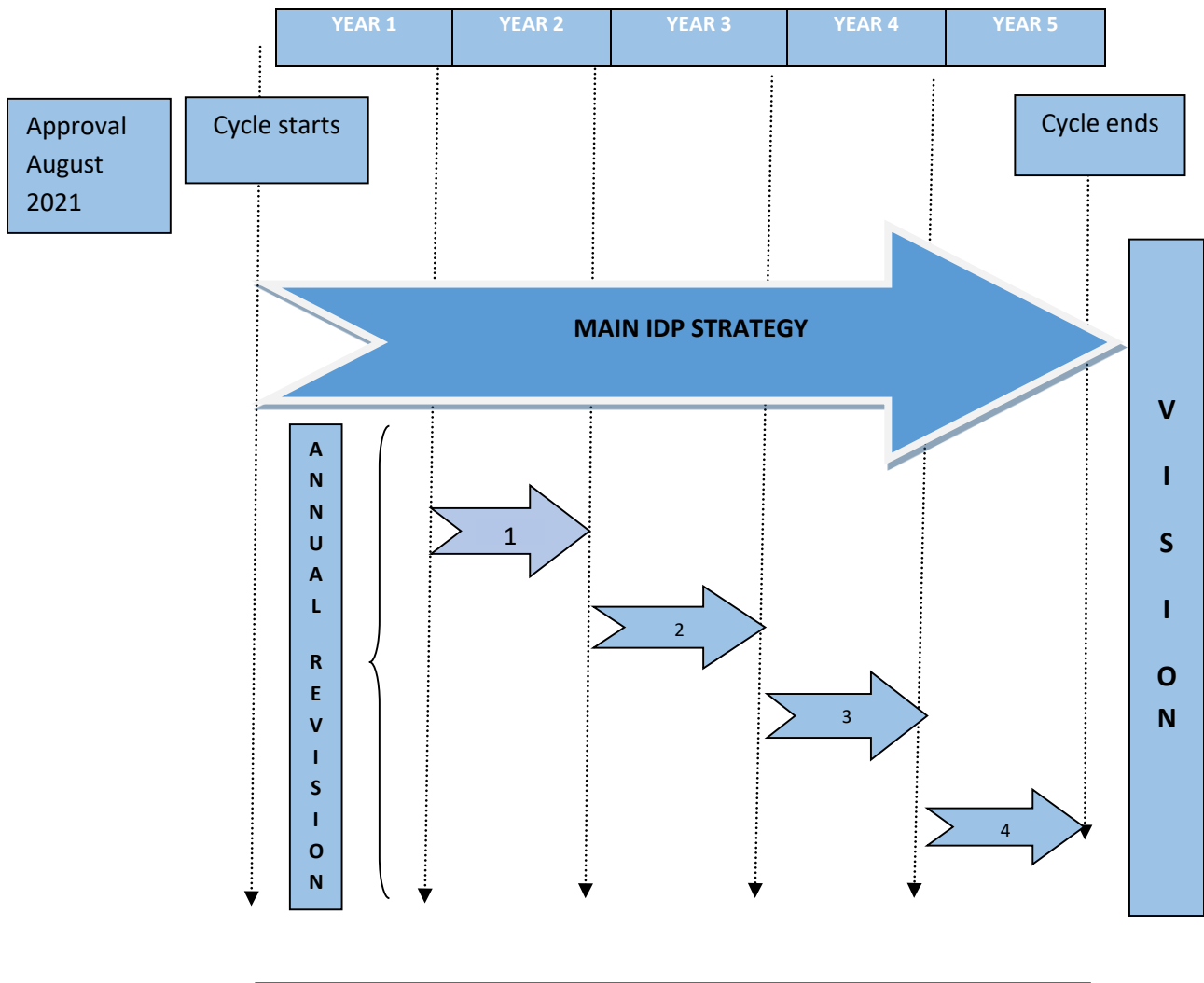
The **Process Plan** fulfils the function of a business plan or an operational framework for the IDP process. It states in a transparent manner what has to happen when, by whom, with whom, and where.

1.2 Geographic Area of the IDP

The IDP for Bergrivier Municipality includes the following towns and settlements: Porterville, Piketberg, Eendekuil, Redelinghuis, Aurora, Velddrif, Dwarskersbos and the private Moravian towns of Goedverwacht and Wittewater. The municipality consists out of 7 wards.

The geographic size of the municipal area is approximately 4 407.04 square kilometres.

1.3 Cycle of the Integrated Development Plan



1.4 Phases of the Annual Process

The IDP process contains broadly the following phases during a financial year:

PHASE	TASKS	MECHANISMS
Analysis	External analysis:	
	<ul style="list-style-type: none"> • Spatial • Social • Economic • Environmental 	<ul style="list-style-type: none"> • Scan sector plans • Surveys if necessary • Spatial Development Framework
	<ul style="list-style-type: none"> • Sector needs and issues 	<ul style="list-style-type: none"> • Discussions with major sector role-players
	Compilation / revision of ward plans:	
	<ul style="list-style-type: none"> • Ward profiles • Services backlogs • Priority issues 	Ward committee meetings and workshops with inputs by directors and line managers
	Internal analysis:	
<ul style="list-style-type: none"> • Critical issues / challenges • Minimum service levels 	<ul style="list-style-type: none"> • In-house exercise by all directors and line managers 	
<ul style="list-style-type: none"> • Institutional • Financial 	<ul style="list-style-type: none"> • In-house exercise by Director Corporate Services • In-house exercise by Director Financial Services 	

PHASE	TASKS	MECHANISMS
	<ul style="list-style-type: none"> • Performance 	<ul style="list-style-type: none"> • Annual customer satisfaction survey • Performance assessment
	Intergovernmental alignment:	
	Obtain inputs from National and Provincial Government and other major service providers	District level meeting(s) facilitated by the West Coast District Municipality
Strategy	Council and Management discuss strategic issues, including vision and mission, strategic outcomes and outputs, as well as measures and targets for each strategic output.	<ul style="list-style-type: none"> • Strategy workshops • Stakeholder workshop
Programmes, projects & preliminary capital budget	<ul style="list-style-type: none"> • Review programmes and projects and provide for priorities for next 3 years with updated cost estimates; • Finalise strategic priorities and preliminary budget allocations 	In-house exercise by Director Financial Services, Strategic Manager, all directors and line managers
Operating budget	Prepare a draft operating budget	In-house exercise by Director Financial Services, all directors and line managers
Approval of draft IDP and draft annual budget	Finalise and approve draft IDP and draft annual budget	In-house preparation of the relevant documentation and submission to Mayoral Committee and Council
Consultation and refinement	<ul style="list-style-type: none"> • Make public the draft IDP and draft annual budget for comments and submissions. • Submit the draft annual budget to National and Provincial Treasury, prescribed national or provincial organs of state and to other municipalities affected by the budget. • Consult the West Coast District Municipality on the draft IDP. • Consult the local community and other stakeholders 	<ul style="list-style-type: none"> • In-house exercise done by Director Financial Services and Strategic Manager • Public participation & workshops
Final approval	Council approves draft IDP and draft annual budget	In-house preparation of relevant documentation and submission to Mayoral Committee and Council

2 LEGAL REQUIREMENTS

In order to ensure certain minimum quality standards of the IDP process and a proper coordination between and within the spheres of government, the IDP process is regulated by the Municipal Systems Act, 2000 (Act 32 of 2000 (MSA)). The Act requires the following regarding **the process**:

Section 28:

“(1) Each municipal council must adopt a process set out in writing to guide the planning, drafting, adoption and review of its IDP.

(2) The municipality must through appropriate mechanisms, processes and procedures established in terms of Chapter 4, consult the local community before adopting the process.

(3) A municipality must give notice to the local community of particulars of the process it intends to follow.”

Section 29(1):

“The process must—

- (a) be in accordance with a predetermined programme specifying timeframes for the different steps;*
- (b) through appropriate mechanisms, processes and procedures allow for—*
 - (i) the local community to be consulted on its development needs and priorities;*
 - (ii) the local community to participate in the drafting of the IDP; and*
 - (iii) organs of state, including traditional authorities, and other role players to be identified and consulted on the drafting of the integrated development plan;*
- (c) provide for the identification of all plans and planning requirements binding on the municipality in terms of national and provincial legislation; and*
- (d) be consistent with any other matters that may be prescribed by regulation.”*

3 PREPARATION FOR THE PROCESS

The Process Plan should ensure that -

- Organisational arrangements are established and membership of committees and forums are confirmed;
- Roles and responsibilities are clarified and internal human resources allocated;
- The legal requirements, principles and functions of community and stakeholder participation during the IDP process are adhered to;
- Mechanisms and procedures for alignment with external stakeholders such as other municipalities, districts and other spheres of government are addressed; and
- Legislation and policy requirements in drafting and approving the Process Plan and IDP are adhered to.

4 INVOLVEMENT OF THE COMMUNITY AND STAKEHOLDERS

4.1 Activities and Outputs

The municipality needs to establish a set of organisational arrangements to -

- institutionalise the participation process;
- effectively manage outputs; and
- give affected parties access to contribute to the decision-making process.

The Municipality should consider existing arrangements and avoid duplication of mechanisms. This section deals with the organisational structure and the terms of reference for each of the arrangements/structures.

4.2 Structured Participation

The IDP process and the participation of the community in this process must be structured. Bergrivier Municipality covers a geographical area of approximately 4 407 square kilometres and has an estimated population of 74 042. The directive from national government on how community participation should be structured is through the ward committee system. Most of the IDP liaison with communities will be done through ward committee and ward meetings.

Liaison with and involvement of sector groups is crucial and will be done mainly through the Bergrivier IDP Forum.

4.3 Ward Committees

The role of the Ward Committees with respect to the IDP is to -

- Assist the ward councillor in identifying challenges and needs of residents;
- Provide a mechanism for discussion and negotiation between stakeholders within the ward.
- Advise and make recommendations to the ward councillor on matters affecting the ward;
- Disseminate information in the ward;
- Ensure constructive and harmonious interaction between the Municipality and community;
- Interact with other forums and organisations on matters affecting the ward;
- Draw up a ward plan on how to improve service delivery in the particular ward;
- Monitor the implementation process concerning its area.

The chairperson of the Ward Committee is the Ward Councillor of that ward.

4.4 Bergrivier IDP Forum

The Bergrivier IDP Forum comprises out of the leaders of the various sectors in Bergrivier Municipality. The Executive Mayor and the Municipal Manager are responsible for facilitating the IDP Forum meetings which are held on a bi-annual basis.

5 ROLES AND RESPONSIBILITIES

5.1 Activities and Outputs

It is one of the pre-requisites of a well organised IDP process that all role players are fully aware of their responsibilities. Therefore, it is one of the first preparation requirements for the IDP process to ensure

that there is a clear understanding of all required roles, and of the persons or organisations that can assume those roles.

According to the Municipal Systems Act, Section 2(b), a municipality consists out of:

- (i) the political structures;
- (ii) the administration, and
- (iii) the community.

POLITICAL STRUCTURES:

According to Section 56(2) of the Structures Act, 1998 (Act 117 of 1998) the functions and powers of executive mayors are:

“The executive mayor must –

- (a) identify the needs of the municipality;*
- (b) review and evaluate those needs in order of priority;*
- (c) recommend to the municipal council strategies, programmes and services to address priority needs through the integrated development plan, and the estimates of revenue and expenditure, taking into account any applicable national and provincial development plans; and*
- (d) recommend or determine the best way, including partnership and other approaches, to deliver those strategies, programmes and services to the maximum benefit of the community.”*

According to the Municipal Systems Act (MSA), the executive mayor of a municipality must, in accordance with Section 29:

- (a) “manage the drafting of the municipality’s integrated development plan;*
- (b) assign responsibilities in this regard to the municipal manager; and*
- (c) submit the draft plan to the municipal council for adoption by the council”.*

ADMINISTRATION:

Section 55(1) of the Municipal Systems Act (MSA) determines that Municipal Managers:

“As head of administration the municipal manager of a municipality is, subject to the policy directions of the municipal council, responsible and accountable for-

- (a) the formation and development of an economical, effective, efficient and accountable administration-*
 - (i) equipped to carry out the task of implementing the municipality's **integrated development plan** in accordance with Chapter 5*

- (ii) *operating in accordance with the municipality's performance management system in accordance with Chapter 6; and*
 - (iii) *responsive to the needs of the local community to participate in the affairs of the municipality;*
- (b) *the management of the municipality's administration in accordance with this Act and other legislation applicable to the municipality;*
- (c) *the implementation of the municipality's **integrated development plan**, and the monitoring of progress with implementation of the plan”.*

COMMUNITY:

Section 29(1) of the Municipal Systems Act (MSA) determines the process to be followed

“The process followed by a municipality to draft its integrated development plan, including its consideration and adoption of the draft plan, must -

(b) through appropriate mechanisms, processes and procedures established in terms of Chapter 4, allow for -

- (i) the local community to be consulted on its development needs and priorities;*
- (ii) the local community to participate in the drafting of the integrated development plan”.*

5.2 Proposed distribution of roles and responsibilities

Role Player	Roles and Responsibilities
Local Municipality	<ul style="list-style-type: none"> • Prepare and adopt the IDP Process Plan. • Undertake the overall management and co-ordination of the IDP process which includes ensuring that: <ul style="list-style-type: none"> - all relevant role-players are appropriately involved; - appropriate mechanisms and procedures for community participation are applied; - events are undertaken in accordance with the approved time schedule; - the IDP relates to the real burning issues in the municipality; and - the sector planning requirements are satisfied. • Prepare and adopt the IDP. • Adjust the IDP in accordance with the MEC’s proposal. • Ensure that the annual business plans, budget and performance management system are linked to and based on the IDP.
Local residents, communities and stakeholders	<p>Represent interests and contribute knowledge and ideas in the IDP process by participating in and through the Ward Committees or IDP Forum to -</p> <ul style="list-style-type: none"> • analyses issues, determine priorities, and provide input; • keep their constituencies informed on IDP activities and their outcomes; and • discuss and comment on the draft IDP.

Role Player	Roles and Responsibilities
District Municipality	<ul style="list-style-type: none"> • District Municipality prepares a District Framework (Sec 27 of the MSA). • Fulfil a coordination and facilitation role by - <ul style="list-style-type: none"> - ensuring alignment of the IDP's of the municipalities in the district council area; - ensuring alignment between the district and local planning; - facilitation of alignment of IDP's with other spheres of government and sector departments; and - preparation of joint strategy workshops with local municipalities, provincial and national role-players and other subject matter specialists.
Provincial Government	<ul style="list-style-type: none"> • Ensure horizontal alignment of the IDP's of the district municipalities within the province; • Ensure vertical/sector alignment between provincial sector departments/ provincial strategic plans and the IDP process at local/district level by - <ul style="list-style-type: none"> - guiding the provincial sector departments' participation in and their required contribution to the municipal IDP process; and - guiding them in assessing draft IDP's and aligning their sector programmes and budgets with the IDP's. • Efficient financial management of provincial IDP grants; • Monitor the progress of the IDP processes; • Facilitate resolution of disputes related to IDP; • Assist municipalities in the IDP drafting process where required; • Organise IDP-related training where required; • Co-ordinate and manage the MEC's assessment of IDP's.
Sector Departments and Corporate Service Providers	<ul style="list-style-type: none"> • Contribute relevant information on the provincial sector departments' plans, programmes, budgets, objectives, strategies and projects in a concise and accessible manner. • Contribute sector expertise and technical knowledge to the formulation of municipal strategies and projects. • Engage in a process of alignment with district municipalities. • Participate in the provincial management system of co-ordination.

5.3 Proposed distribution of roles and responsibilities within the Municipality

ROLE PLAYER	ROLES AND RESPONSIBILITIES
Municipal Council	<ul style="list-style-type: none"> • Consider and approve the IDP. • Consider and approve the Budget.
Executive Mayor and Mayoral Committee	<ul style="list-style-type: none"> • Responsible for the overall management, co-ordination and monitoring of the process and drafting of the IDP. • Assign and delegate responsibilities to the municipal manager. • Approve nominated persons to oversee the different roles, activities and responsibilities of the process and drafting. • Submit the draft IDP to the Council for adoption.

ROLE PLAYER	ROLES AND RESPONSIBILITIES
Ward Councillors	<ul style="list-style-type: none"> • Form a link between the municipal government and the residents. • Link the IDP process to their constituencies and/or wards. • Assist in organising public consultation and participation (with reference to the functioning of ward committees). • Monitor the implementation of the IDP with respect to their wards.
Municipal Manager and /or Strategic Manager	<ul style="list-style-type: none"> • Prepare the IDP Process Plan. • Undertake the day-to-day management and co-ordination of the IDP process. • Ensure that all relevant role-players are appropriately involved and timeously informed. • Ensure that the IDP process is participatory, strategic and implementation orientated and is aligned with sector planning requirements. • Respond to comments on the draft IDP. • Ensure proper IDP documentation. • Adjust the IDP in accordance with the MEC's proposals.
Heads of Departments and Officials	<ul style="list-style-type: none"> • Provide relevant technical, sector and financial information for analysis for determining priority issues. • Contribute technical expertise in the consideration and finalisation of strategies and identification of projects. • Provide departmental operational and capital budgetary information. • Responsible for the preparation of project proposals, the integration of projects and sector programmes.

6 INTERGOVERNMENTAL ALIGNMENT

Alignment is the mechanism to synchronize and integrate the IDP process between different spheres of government. The alignment process must reveal how National and Provincial Government and the District Municipality could tangibly assist the Municipality in achieving its developmental objectives. This process is also being facilitated through the Joint District Approach/DDM.

The desired outcome of inter-governmental alignment includes –

- to make government as a whole work together;
- to improve the impact of its programmes; and
- to work towards achieving common objectives and outcomes.

The alignment process is co-ordinated by the West Coast District Municipality, with specific reference to the One Plan for all districts nationally. Alignment meetings take place on district level, but with the involvement of all local municipalities.

7 IDP CONTENT

7.1 Legally required content of the IDP

Section 26 of the MSA determines the core components of an integrated development plan as:

“An integrated development plan must reflect-

- (a) the municipal council’s vision for the long-term development of the municipality with special emphasis on the municipality’s most critical development and internal transformation needs;*
- (b) an assessment of the existing level of development in the municipality, which must include an identification of communities which do not have access to basic municipal services;*
- (c) the council’s development priorities and objectives for its elected term, including its local economic development aims and its internal transformation needs;*
- (d) the council’s development strategies which must be aligned with any national or provincial sectoral plans and planning requirements binding on the municipality in terms of legislation;*
- (e) a spatial development framework which must include the provision of basic guidelines for a land use management system for the municipality;*
- (f) the council’s operational strategies;*
- (g) applicable disaster management plans;*
- (h) a financial plan, which must include a budget projection for at least the next three years; and*
- (i) the key performance indicators and performance targets determined in terms of section 41.”*

Regulation 2 of the 2001 Municipal Planning and Performance Management Regulations provide the following details of the integrated development plan

“(1) A municipality’s integrated development plan must at least identify-

- (a) the institutional framework, which must include an organogram, required for-
 - (i) the implementation of the integrated development plan; and*
 - (ii) addressing the municipality’s internal transformation needs,*as informed by the strategies and programmes set out in the integrated development plan;*
- (b) any investment initiatives in the municipality;*
- (c) any development initiatives in the municipality, including infrastructure, physical, social, economic and institutional development;*
- (d) all known projects, plans and programmes to be implemented within the municipality by any organ of state; and*
- (e) the key performance indicators set by the municipality.*

- (2) *An integrated development plan may-*
- (a) *have attached to it maps, statistics and other appropriate documents; or*
 - (b) *refer to maps, statistics and other appropriate documents that are not attached, provided they are open for public inspection at the Offices of the municipality in question.*
- (3) *A financial plan reflected in a municipality's integrated development plan must at least-*
- (a) *include the budget projection required by section 26(h) of the Act;*
 - (b) *indicate the financial resources that are available for capital project developments and operational expenditure; and*
 - (c) *include a financial strategy that defines sound financial management and expenditure control, as well as ways and means of increasing revenues and external funding for the municipality and its development priorities and objectives, which strategy may address the following:*
 - (i) *Revenue raising strategies;*
 - (ii) *asset management strategies;*
 - (iii) *financial management strategies;*
 - (iv) *capital financing strategies;*
 - (v) *operational financing strategies; and*
 - (vi) *strategies that would enhance cost-effectiveness.*
- (4) *A spatial development framework reflected in a municipality's integrated development plan must-*
- (a) *give effect to the principles contained in Chapter 1 of the Development Facilitation Act, 1995 (Act No. 67 of 1995);*
 - (b) *set out objectives that reflect the desired spatial form of the municipality;*
 - (c) *contain strategies and policies regarding the manner in which to achieve the objectives referred to in paragraph (b), which strategies and policies must-*
 - (i) *indicate desired patterns of land use within the municipality;*
 - (ii) *address the spatial reconstruction of the municipality; and*
 - (iii) *provide strategic guidance in respect of the location and nature of development within the municipality;*
 - (d) *set out basic guidelines for a land use management system in the municipality;*
 - (e) *set out a capital investment framework for the municipality's development programs;*

- (f) contain a strategic assessment of the environmental impact of the spatial development framework;
- (g) identify programs and projects for the development of land within the municipality;
- (h) be aligned with the spatial development frameworks reflected in the integrated development plans of neighbouring municipalities; and
- (i) provide a visual representation of the desired spatial form of the municipality, which representation -
 - (i) must indicate where public and private land development and infrastructure investment should take place;
 - (ii) must indicate desired or undesired utilisation of space in a particular area;
 - (iii) may delineate the urban edge;
 - (iv) must identify areas where strategic intervention is required; and
 - (iv) must indicate areas where priority spending is required.”

A MSDF is a core component of an IDP. A MSDF adopted as part of an IDP, remains in force until either an amended MSDF is adopted by Council as part of an IDP amendment or until a MSDF is (re-)adopted as a core component of a new IDP. Even if a MSDF is supposed to apply for a period beyond the five-year IDP period, the MSDF will only have such legal effect beyond the five-year IDP, if the MSDF is again adopted as part of the adoption of the new five-year IDP.

The MSA provides that a new Council (re-)adopt the previous MSDF. This is most likely to be the case in a Municipality where the MSDF was recently compiled, the status quo has not changed and there has not been a change in the goals. Similarly, the compilation of an MSDF need not necessarily involve being re-written in its entirety and could be an update to the existing MSDF. This would be in line with section 11 of SPLUMA, which allows for “Municipal differentiation” based on the unique circumstances of a municipality.

The need to amend a MSDF could arise from **2 different scenarios**:-

SCENARIO 1: FACTORS TO BE CONSIDERED IN RELATION TO THE MSDF INCLUDE	Y/N
Are the aims and objectives of the MSDF being reached by the municipality?	
Is the direction provided by the MSDF being brought into the compilation or amendments of relevant sector plans; e.g. the Integrated Transport Plan (ITP), Water Services Development Plan, Integrated Waste Management Plan, Air Quality Management Plan, engineering services master plans, the human settlements plan, etc	

SCENARIO 1: FACTORS TO BE CONSIDERED IN RELATION TO THE MSDF INCLUDE	Y/N
Is the municipal budget being spent in line with the priority development areas identified in the MSDF?	
What substantive development permissions (rezoning's and subdivisions) have the municipality given in the past financial year?	
Are these development permissions aligned to the objectives, principles and policies set out in the MSDF?	
What site specific deviations did the Municipal Planning Tribunal (MPT) permit? What is the impact of these on the IDP/ Budget/MSDF?	
Are implementation actions identified by the MSDF (including the Capital Expenditure Framework) being brought forward into the IDP, and SDBIPs and where relevant, budgeted for?	
Are implementation actions identified by the MSDF (including the Capital Investment Framework) in the Strategic Plans and/ or Annual Performance Plans and Budgets of relevant provincial and national government departments and state-owned entities	
Do prior amendments suggest the municipality needs to commence with a compilation of a new MSDF.	
SCENARIO 2: CONSIDERATION OF CIRCUMSTANCES THAT ARE OUT OF THE CONTROL OF THE MUNICIPALITY THAT MAY HAVE SUBSTANTIVE IMPACT ON MSDF POLICIES AND/OR PROPOSALS	Y/N
Changes in legislation, policy, norms or standards	
Disasters (e.g. fires, drought, COVID-19)	
Trigger points being reached in terms of certain parameters (e.g. air quality standard, water quality standard, water supply level, etc.)	
Significant proposal for development in the municipal area that will result in significantly changed human settlement needs, socio-economic needs or altered natural environments (e.g. decision by National Government to allow shale gas production in the Central Karoo)	
Change in population growth through migration into the municipal area or revisions to the data	
Change in political leadership resulting in different priorities (directive changes)	
New information that gives rise to the need for new or additional or changed policies, programmes and project or adapted proposals; such as, information associated with the impacts of climate change (for example, sea level rise projections).	

7.2 Suggested Table of Contents

The form and content of a IDP are largely subject to the discretion of a Municipality. The following table of contents is based on the above-mentioned act and regulations, the IDP Guide Pack and National and Provincial directives. It serves only as a guide and the eventual table of contents will most likely be a combination and/or rearrangements of the different components.

SECTION/CHAPTER	DETAIL
Executive Summary	
Foreword	Foreword of Mayor & Municipal Manager
The purpose of the IDP	Definitions (as an Annexure)
	Purpose of IDP
	Legislative context (Brief overview)
	Cycle & Revisions per annum (Brief overview)
Future planning	Vision
	Mission
	Strategic Goals, Objectives and Values
Alignment	International, national, provincial and district levels
Bergrivier in Context: Situational analysis	An overview of current international, national and provincial economic, demographic, environmental, (esp. climate change), sustainable developmental debates
	A brief overview of the profile of Bergrivier – demographics, resource analysis, economic development and other tendencies
Public participation	The process of public participation
Identified needs	Identified needs through public participation process
Sector plans	Sector plans and other frameworks
Municipal programmes	Planning to implement strategic goals and objectives through programmes
Financial Plan	Alignment of budget with IDP
Monitoring and Evaluation	Performance management

8 ANNUAL REVISION OF THE IDP

8.1 Legal Requirements

Section 34 of the Municipal Systems Act (MSA) determines the annual review and/or amendment of integrated development plan and states:

“A municipal council-

(a) must review its integrated development plan-

(i) annually in accordance with an assessment of its performance measurements in terms of section 41; and

(ii) to the extent that changing circumstances so demand; and

(b) may amend its integrated development plan in accordance with a prescribed process.”

8.2 Purpose of a Review

The IDP has to be reviewed annually in order to:

- Ensure its relevance as the municipality’s strategic plan;
- inform other components of the municipal business process (including institutional and financial planning and budgeting); and
- inform the cyclical intergovernmental planning and budgeting cycle.

For the IDP to remain relevant, the municipality must assess implementation performance and the achievement of its targets and strategic objectives. In the light of this assessment, the IDP is reviewed to reflect the impact of successes as well as corrective measures to address problems. The IDP is also reviewed in the light of changing internal and external circumstances that impact on the priority issues, outcomes and outputs of the IDP.

The annual review must inform the municipality’s financial and institutional planning and most importantly, the drafting of the annual budget. It must be completed in time to properly inform the latter.

The purpose of the annual review is therefore to -

- reflect and report on progress made with respect to the strategy in the IDP;
- make adjustments to the strategy if necessitated by changing internal and external circumstances that impact on the appropriateness of the IDP;
- determine annual targets and activities for the next financial year in line with the strategy; and
- inform the municipality’s financial and institutional planning and most importantly, the drafting of the annual budget.

The Integrated Development Planning process is guided by a number of legal and policy documents that impose a range of demands and requirements on the Municipality. The list below contains some of the most important IDP source documents:

Acts

- Constitution of South Africa (1996)
- Municipal Structures Act, 1998 (Act 117 of 1998)
- Municipal Systems Act, 2000 (Act 32 of 2000)
- Disaster Management Act, 2002 (Act 57 of 2002)
- Municipal Finance Management Act, 2003 (Act 56 of 2003)

Regulations

- Municipal Planning and Performance Management Regulations (Aug 2001)

White Papers

- Batho Pele White Paper (Oct 1997)
- White Paper on Local Government (Mar 1998)

National policy

- National Spatial Development Perspective (2006)
- NDP 2030 Vision
- Medium Term Strategic Framework (2009)

Provincial policy

- Provincial Spatial Development Framework (2019)
- Provincial Strategic Plan (2021)

10. IDP AND BUDGET TIME SCHEDULE IN TERMS OF SECTION 21(1)(B) OF THE MFMA

TASK	DATE	LEGAL REFERENCE
July - August		
Table in Council the IDP Process Plan (<i>The time schedule in terms of Section 21(1)(b) of the Municipal Finance Management Act (MFMA) is replaced annually</i>).	August	MSA Section 28: (1) Each municipal council, within a prescribed period after the start of its elected term, must adopt a process set out in writing to guide the planning, drafting, adoption and review of its integrated development plan. (2) The municipality must through appropriate mechanisms, processes and procedures established in terms of Chapter 4, consult the local community before adopting the process. (3) A municipality must give notice to the local community of particulars of the process it intends to follow.
Advertise the draft IDP Process Plan for public inputs/comments. Copies in library and on website	Aug/Sept	MSA Section 28 (3) A municipality must give notice to the local community of particulars of the process it intends to follow
Table in Council a budget and IDP time schedule of key deadlines (<i>Annually - at least 10 months before the start of the budget year</i>)	31 Aug	MFMA Section 21(1)(b): The mayor of a municipality must at least 10 months before the start of the budget year, table in the municipal council a time schedule outlining key deadlines for - (i) the preparation, tabling and approval of the annual budget; (ii) the annual review of- (aa) the integrated development plan in terms of section 34 of the Municipal Systems Act; and (bb) the budget-related policies; (iii) the tabling and adoption of any amendments to the integrated development plan and the budget-related policies; and (iv) any consultative processes forming part of the processes referred to in subparagraphs (i), (ii) and (iii).
Submit annual financial statements and annual performance report to the Auditor-General for auditing (<i>within two months after the end of the financial year</i>)	31 Aug	MSA Section 126(1)(a): The accounting officer of a municipality must prepare the annual financial statements of the municipality and, within two months after the end of the financial year to which those statements relate, submit the statements to the Auditor-General for auditing

TASK	DATE	LEGAL REFERENCE
September – October		
Submit process plan and time schedule to the West Coast District Municipality and the Provincial Government	Sept	
Internal Analysis – <ul style="list-style-type: none"> ▪ critical issues/challenges with respect to every service ▪ minimum service levels ▪ institutional ▪ financial ▪ performance 	Sep & Oct	
External Analysis – <ul style="list-style-type: none"> • Spatial • Social • Economic • Environmental <i>This process should be combined with the compilation of ward plans and must involve the local community and other stakeholders</i>	Sep & Oct	MSA Section 29(1)(b): <i>The process followed by a municipality to draft its integrated development plan, including its consideration and adoption of the draft plan, must through appropriate mechanisms, processes and procedures established in terms of Chapter 4, allow for-</i> <ul style="list-style-type: none"> (i) <i>the local community to be consulted on its development needs and priorities;</i> (ii) <i>the local community to participate in the drafting of the integrated development plan; (Needs identified in 4th Generation IDP to be used as base) and</i> (iii) <i>organs of state, including traditional authorities, and other role players to be identified and consulted on the drafting of the integrated development plan.</i>

TASK	DATE	LEGAL REFERENCE
November		
Strategic session with Management and Mayoral committee	Oct - Dec	
Strategic sessions of directorates	Nov - Dec	Development of strategic priorities
Receive audit report on annual financial statements from the Auditor-General	Nov	MFMA Section 126(3): <i>The Auditor-General must-</i> <i>(a) audit those financial statements; and</i> <i>(b) submit an audit report on those statements to the accounting officer of the municipality or entity within three months of receipt of the statements.</i>
Ensure the Accounting Officer addresses any issues raised by the Auditor-General in the audit report - prepare action/audit plans to address and incorporate into the annual report.	Nov	
Compile a Financial Plan	Nov	MSA Section 26(h): <i>An integrated development plan must reflect a financial plan, which must include a budget projection for at least the next three years.</i>
Commence with the multi-year capital and operating budget	Nov	
Obtain inputs from directors and division heads on preliminary capital and operating budget (including review of salary, fleet and equipment budget and tariffs)	Nov	
Finalise the compilation of new ward plans	Nov	
January		
Finalise first draft of Annual Report incorporating financial and non-financial information on performance, audit reports and annual financial statements		
Submit draft Annual Report to Council	Jan	
Budget Steering Committee discusses budget principles	Jan	
Budget Steering Committee discusses Directorate's Strategic Plans and budgets	Jan	
Directorates submit operational and capital budget to Budget Office	Jan	
Steering Committee discusses draft budget and financial policy revisions	Jan	
Steering Committee discusses draft Adjustment Budget	Jan	

TASK	DATE	LEGAL REFERENCE
February 2022		
Establishment of ward committees	Febr	
Steering Committee discusses adjustment budget	Febr	
Steering committee discusses tariffs	Febr	
Finalise the draft capital and operating budget and budget related policies	Feb/Mar	
Finalise ward plans	Feb	
Note any provincial and national allocations to municipalities for incorporation into budget	Feb	
Finalise corrective measures from audit report	Feb	
Council approves Adjustment Budget and Adjustment TL SDBIP	Febr	
Receive notification of any transfers that will be made to the municipality from other municipalities in each of the next three fin years (<i>by no later than 120 days before the start of its budget year</i>)	Before 28 Feb	MFMA Section 37(2): <i>In order to enable municipalities to include allocations from other municipalities in their budgets and to plan effectively for spending of such allocations, the accounting officer of a municipality responsible for transfer of any allocation to another municipality must, by no later than 120 days before the start of its budget year, notify the receiving municipality of the projected amount of any allocation proposed to be transferred to that municipality during each of the next 3 fin years.</i>
March		
Receive bulk resource providers' price increases as tabled in Parliament or the provincial legislature	March	
Finalise operating & capital budgets in prescribed formats incorporating National & provincial budget allocations, integrate & align to IDP & draft SDBIP, finalise budget policies including tariff policy	March	
Table draft IDP, budget and TL SDBIP in Council (<i>at least 90 days before the start of the budget year</i>) <ul style="list-style-type: none"> • Submit to Mayoral Committee • Submit to Council 	March	MFMA Section 16: (1) <i>The council of a municipality must for each financial year approve an annual budget for the municipality before start of that financial year.</i> (2) <i>In order for a municipality to comply with subsection (1), the mayor of the municipality must table the annual budget at a council meeting at least 90 days before the start of the budget year.</i>
Approval of Draft Annual Report and Oversight Report	March	

TASK	DATE	LEGAL REFERENCE
Submit the budget and IDP to Provincial Treasury, National Treasury and other affected organs of state	30 March	<p>MFMA Section 22: Immediately after an annual budget is tabled in a municipal council, the accounting officer of the municipality must</p> <p>(a) in accordance with Chapter 4 of the Municipal Systems Act -</p> <p>(i) Make public the annual budget and the documents referred to in Section 17(3); and</p> <p>(ii) invite the local community to submit representations in connection with the budget;</p> <p>(b) submit the annual budget -</p> <p>(i) in both printed and electronic formats to the National Treasury and the relevant provincial treasury; and</p> <p>(ii) in either formats to any prescribed national or provincial organs of state and to other municipalities affected by the budget.</p>
Submit the draft IDP to the District Municipality	30 March	<p>MSA Section 29(3)(b): A local municipality must draft its integrated development plan, taking into account the integrated development processes of, and proposals submitted to it by the district municipality.</p> <p>MPPM Regulation 3(6): A local municipality that considers an amendment to its integrated development plan must-</p> <p>(a) consult the district municipality in whose area it falls on the proposed amendment; and</p> <p>(b) take all comments submitted to it by the district municipality into account before it takes a final decision on the proposed amendment.</p>
Make public the annual budget and invite the community to submit representations	30 March	<p>MFMA Section 22: Immediately after an annual budget is tabled in a municipal council, the accounting officer of the municipality must</p> <p>(a) in accordance with Chapter 4 of the Municipal Systems Act -</p> <p>(i) Make public the annual budget and the documents referred to in Section 17(3); and</p> <p>(ii) invite the local community to submit representations in connection with the budget;</p> <p>(b) submit the annual budget -</p> <p>(i) in both printed and electronic formats to the National Treasury and the relevant provincial treasury; and</p> <p>(ii) in either formats to any prescribed national or provincial organs of state and to other municipalities affected by the budget.</p>
Publish the proposed IDP for public comment	March/April	<p>MPPM Regulation 3(4)(b): No amendment to a municipality's integrated development plan may be adopted by the municipal council unless the proposed amendment has been published for public comment for a period of at least 21 days in a manner that allows the public an opportunity to make representations with regard to the proposed amendment.</p>

TASK	DATE	LEGAL REFERENCE
April 2022		
Process of consultation and meetings with local community and stakeholders, Provincial and National Treasury and other organs of state.	April	MFMA Section 23(1): When the annual budget has been tabled, the municipal council must consider any views of – (a) the local community; and (b) the National Treasury, the relevant provincial treasury and any provincial or national organs of state or municipalities which made submissions on the budget.
May 2022		
Confirm National budget for provincial and National allocations to municipalities for incorporation into budget	May	
Review provincial & national legislation incl DoRA to establish potentially new reporting requirements incl annual, monthly & quarterly grant & performance reports for specific new allocations & programmes (10 working days after end of month deadlines)	May	
Council must give the mayor an opportunity to respond to the submissions and, if necessary, to revise the budget and table amendments for consideration by the council	May	MFMA Section 23(2): After considering all budget submissions, the council must give the mayor an opportunity- (a) to respond to the submissions; and (b) if necessary, to revise the budget and table amendments for consideration by the council.
Completion of Annual Budget amendments / refinements	May	
Table final IDP and budget in Council (at least 30 days before the start of the budget year) <ul style="list-style-type: none"> • Submit to Mayoral Committee • Submit to Council 	31 May	MFMA Section 24(1): The Council must at least 30 days before the start of the budget year consider the approval of the annual budget. MPPM Regulation 3(3): An amendment to a municipality's integrated development plan is adopted by a decision taken by a municipal council in accordance with rules and orders of the council.
June 2022		
Place IDP, annual budget, all budget-related documents and all budget-related policies on the website (within 5 days of the adoption of the plan)	Before 5 Jun	MFMA Section 75(1): The accounting officer of a municipality must place on the website the following documents of the municipality: (a) the annual and adjustments budgets and all budget-related documents; and (b) all budget-related policies MSA Section 21A(1)(b): All documents that must be made public by a municipality in terms of a requirement of this Act, the Municipal Finance Management Act or other applicable legislation, must be

TASK	DATE	LEGAL REFERENCE
		<p>conveyed to the local community by displaying the documents on the municipality's official website, if the municipality has a website as envisaged by section 21B.</p> <p>MFMA Section 75(2): A document referred to above must be placed on the website not later than five days after its tabling in the council or on the date on which it must be made public, whichever occurs first.</p>
Submit a copy of the revised IDP to the MEC for local government as well as Provincial Treasury (within 10 days of the adoption of the plan)	Before 8 Jun	MSA Section 32(1)(a): The municipal manager of a municipality must submit a copy of the integrated development plan as adopted by the council of the municipality, and any subsequent amendment to the plan, to the MEC for local government in the province within 10 days of the adoption or amendment of the plan.
Give notice to the public of the adoption of the IDP (within 14 days of the adoption of the plan)	13 & 14 Jun	<p>MSA Section 25(4)(a): A municipality must, within 14 days of the adoption of its integrated development plan in terms of subsection (1) or (3) give notice to the public-</p> <p>(i) of the adoption of the plan; and</p> <p>(ii) that copies of or extracts from the plan are available for public inspection at specified places;</p> <p>MSA Section 21A(1)(a) and (c): All documents that must be made public by a municipality in terms of a requirement of this Act, the Municipal Finance Management Act or other applicable legislation, must be conveyed to the local community -</p> <p>(a) by displaying the documents at the municipality's head and satellite offices and libraries;</p> <p>(c) by notifying the local community, in accordance with section 21, of the place, including the website address, where detailed particulars concerning the documents can be obtained.</p>
Publicise a summary of the IDP (within 14 days of the adoption of the plan)	13 & 14 Jun	MSA Section 25(4)(b): A municipality must, within 14 days of the adoption of its integrated development plan in terms of subsection (1) or (3) publicise a summary of the plan.
Make public the approved annual budget and supporting documentation (including tariffs) (within 10 working days after approval of the budget)	13 & 14 Jun	<p>BUDGET & REPORTING REGULATIONS 2009, Reg 18:</p> <p>(1) Within ten working days after the municipal council has approved the annual budget of a municipality, the municipal manager must in accordance with section 21A of Municipal Systems Act make public the approved annual budget and supporting documentation and resolutions referred to in section 24(2)(c) of the Act.</p> <p>(2) The municipal manager must also make public any other information that the municipal council considers appropriate to facilitate public awareness of the annual budget, including-</p> <p>(a) summaries of the annual budget and supporting documentation in alternate languages predominant in the community; and</p> <p>(b) information relevant to each ward in the municipality.</p>

TASK	DATE	LEGAL REFERENCE
		<p>(3) All information contemplated in subregulation (2) must cover:</p> <p>(a) the relevant financial and service delivery implications of the annual budget; and</p> <p>(b) at least the previous year's actual outcome, the current year's forecast outcome, the budget year and the following two years.</p>
Submit approved budget to the provincial treasury and National Treasury (within 10 working days after approval of the budget)	Before 14 Jun	<p>MFMA Section 24(3): The accounting officer of a municipality must submit the approved annual budget to the National Treasury and the relevant provincial treasury.</p> <p>BUDGET & REPORTING REGULATIONS 2009, Reg 20: The municipal manager must comply with section 24(3) of the Act within ten working days after the municipal council has approved the annual budget.</p>
Submit to the Executive Mayor the draft SDBIP and draft annual performance agreements for the next year (within 14 days after approval of the budget)	June	<p>MFMA Section 69(3):</p> <p>(a) The accounting officer must no later than 14 days after approval of an annual budget submit to the mayor a draft service delivery and budget implementation plan for the budget year.</p> <p>(b) The accounting officer must no later than 14 days after the approval of an annual budget submit to the mayor drafts of the annual performance agreements as required in terms of section 57(1)(b) of the Municipal Systems Act for the municipal manager and all senior managers.</p>
Executive Mayor takes all reasonable steps to ensure that the SDBIP is approved (within 28 days after approval of the budget)	June	<p>MFMA Section 53(1)(c)(ii): The mayor of a municipality must take all reasonable steps to ensure that the municipality's service delivery and budget implementation plan is approved by the mayor within 28 days after approval of the budget.</p>
Place the performance agreements and all service delivery agreements on the website	Before 18 Jun	<p>MFMA Section 75(1): The accounting officer of a municipality must place on the website the following documents of the municipality:</p> <p>(d) performance agreements required in terms of section 57(1)(b) of the Municipal Systems Act; and</p> <p>(e) all service delivery agreements</p> <p>BUDGET & REPORTING REGULATIONS 2009, Reg 19: The accounting officer must place on the website all performance agreements required in terms of section 57(1)(b) of the Municipal Systems Act.</p>
Submit copies of the performance agreements to Council and the MEC for local government as well as the national minister responsible for local government (within 14 days after concluding the employment contract and performance agreement)	Before 27 Jun	<p>MFMA Section 53(3)(b): Copies of such performance agreements must be submitted to the council and the MEC for local government in the province.</p> <p>PERF REGS 2006 Reg(5): The employment contract and performance agreement must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government within fourteen (14) days after concluding the employment contract and performance agreement</p>
Submit the SDBIP to National and Provincial Treasury (within 10 working days approval of the plan)	Before 27 Jun	<p>BUDGET & REPORTING REGULATIONS 2009, Reg 20(2)(b): The municipal manager must submit to the National Treasury and the relevant provincial treasury, in both printed and electronic form the approved</p>

TASK	DATE	LEGAL REFERENCE
		<i>service delivery and budget implementation plan within ten working days after the mayor has approved the plan.</i>
Make public the projections, targets and indicators as set out in the SDBIP (within 10 working days after the approval of the SDBIP)	Before 27 Jun	<p>MFMA Section 53(3)(a): <i>The mayor must ensure that the revenue and expenditure projections for each month and the service delivery targets and performance indicators for each quarter, as set out in the service delivery and budget implementation plan, are made public no later than 14 days after the approval of the service delivery and budget implementation plan.</i></p> <p>BUDGET & REPORTING REGULATIONS 2009, Reg 19: <i>The municipal manager must in accordance with section 21A of the Municipal Systems Act make public the approved service delivery and budget implementation plan within ten working days after the mayor has approved the plan in terms of section 53(1)(c)(ii) of the Act.</i></p>
Make public the performance agreements of Municipal Manager and senior managers (no later than 14 days after the approval of the SDBIP)	Before 27 Jun	MFMA Section 53(3)(b): <i>The mayor must ensure that the performance agreements of municipal manager, senior managers and any other categories of officials as may be prescribed, are made public no later than 14 days after the approval of the municipality's service delivery and budget implementation plan.</i>

13. FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed 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 will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

- 1. OFFER**
- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **Tender 8/3/35-2022 MN247/2022**
 - 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
 - 1.3. 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 **Employer** 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/RATES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

- 1.4. 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 **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:	<i>(Insert name and address of organization)</i>	Date	
Signature of witness:			

2. ACCEPTANCE

- 2.1. 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 Contractor 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.

- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Bergrivier Municipality, Kerk Street, Piketberg, 7320	
Name of witness:		Date:
Signature of witness:		

14. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

I / We _____

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

of the firm _____

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

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

Please note the following:

1. BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

15. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the correctness and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

SMME STATUS

SCHEDULE

The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35.0 million
	Small	50	17.0 million
	Micro	10	7.0 million
Mining and Quarrying	Medium	250	210.0 million
	Small	50	50.0 million
	Micro	10	15.0 million
Manufacturing	Medium	250	170.0 million
	Small	50	50.0 million
	Micro	10	10.0 million
Electricity, Gas and Water	Medium	250	180.0 million
	Small	50	60.0 million
	Micro	10	10.0 million
Construction	Medium	250	170.0 million
	Small	50	75.0 million
	Micro	10	10.0 million
Retail, motor trade and repair services	Medium	250	80.0 million
	Small	50	25.0 million
	Micro	10	7.5 million
Wholesale	Medium	250	220.0 million
	Small	50	80.0 million
	Micro	10	20.0 million
Catering, Accommodation and other Trade	Medium	250	40.0 million
	Small	50	15.0 million
	Micro	10	5.0 million
Transport, Storage and Communications	Medium	250	140.0 million
	Small	50	45.0 million
	Micro	10	7.5 million
Finance and Business Services	Medium	250	85.0 million
	Small	50	35.0 million
	Micro	10	7.5 million
Community, Social and Personal Services	Medium	250	70.0 million
	Small	50	22.0 million
	Micro	10	5.0 million



Lindiwe D Zulu, MP
Minister of Small Business Development
 Date: 28/09/2018

Initial 



BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. I. Saunders Ref: 6/1/1 Tel: (022)913 6000

Fax: (022)913 1380

E-mail: saundersi@bergmun.org.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

“In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable or unconstitutional.

Therefore, provided that the relevant tender document makes provision for **an original tax clearance certificate and/or any other certificates/documents** as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer.”

Therefore BERGRIVIER Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.

Adv. Hanlie Linde
Municipal Manager

28 October 2022