

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Reference No. MISA/IDMS/SDF/046/2021/22

Tender Documents for

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE EASTERN SEABOARD REGIONAL SPATIAL DEVELOPMENT FRAMEWORK WITHIN A PERIOD OF SIXTEEN (16) MONTHS

Client	Municipal Infrastructure Support Agent
Reference No.	MISA/IDMS/SDF/046/2021/22
Closing date and time	28 January 2022 at 11:00am
Date and time for compulsory briefing	19 January 2022 at 10:00am
The Tenderer (Name)	

The General Conditions of Contract

**NEC 3 (April 2013): Professional Services Contract (PSC)
Option A: Priced Contract with Activity Schedule**

Employer: Municipal Infrastructure Support Agent

1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046
TEL: 012 848 5300



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference No.: MISA/IDMS/SDF/046/2021/22

The Appointment of a Professional Service Provider to develop the Eastern Seaboard Regional Spatial Development Framework within a period of sixteen (16) months

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Municipal Infrastructure Support Agent (MISA)

The Tender

Reference No.: MISA/IDMS/SDF/046/2021/22

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE EASTERN SEABOARD REGIONAL SPATIAL DEVELOPMENT FRAMEWORK WITHIN A PERIOD OF SIXTEEN (16) MONTHS

Tender Procedure: Open procedure

Based on

MISA Supply Chain Management (SCM) Policy 2017-18

SANS 10845-1 (2015), Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2 (2015), Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3 (2015), Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2017 (Ref: Government Gazette No. 40553; Dated: 20 January 2017 Vol. 618 Issued According to the Preferential Procurement Policy Framework Act (PPPFA), Act No. 5 of 2000)

Tender Evaluation Method

Method 4: Quality, Price and Preference (SANS 10845-1 (2015))



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference No.: MISA/IDMS/SDF/046/2021/22

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE EASTERN SEABOARD REGIONAL SPATIAL DEVELOPMENT FRAMEWORK WITHIN A PERIOD OF SIXTEEN (16) MONTHS

PART T1: TENDERING PROCEDURE

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified service providers to tender for the Appointment of a Professional Service Provider to develop the Eastern Seaboard Regional Spatial Development Framework within a period of sixteen (16) months

TENDER REFERENCE NUMBER	PROJECT NAME	NON-COMPULSORY BRIEFING SESSION VENUE, DATE AND TIME.	CLOSING DATE, TIME AND VENUE.
MISA/IDMS/SDF/046/2021/22	THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE EASTERN SEABOARD REGIONAL SPATIAL DEVELOPMENT FRAMEWORK WITHIN A PERIOD OF SIXTEEN (16) MONTHS	A virtual on-line Microsoft Teams non-compulsory briefing session will be held on the 19 of January 2022 at 10:00. The briefing session link will be made available on MISA website on the briefing session date and time	28 January 2022 at 11:00. Riverside Office Park, 1303 Heuwel Avenue, 1 st Floor, Letaba Centurion 0046

A **non-compulsory** briefing session will be convened virtually (on-line) on Microsoft Teams on the date and time shown above unless otherwise amended. Representative(s) from MISA will meet the prospective Tenderers virtually to provide details of the Contract. **It is required that interested Service Providers should send appropriate representative(s) to the briefing session to ensure understanding of the project.**

The Tender Documents will be available from **e-Tender Publication Portal** (www.etenders.gov.za) of National Treasury of the Republic of South Africa from date of publication of the Notice of Request for Proposals in Government Tender Bulletin and/ or any national media. Any queries related to e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of Chief Procurement Officer through Supply Chain Call Centre on 012 406 9222).

All enquiries shall be directed to supply chain to **Ms. Lumka Tyikwe** at lumka.tyikwe@misa.gov.za within 7 (seven) calendar days after the compulsory briefing session during office hours only (between 8:00 to 16:30 hours on working days). Please note that response(s) to enquiries will be communicated to all tenderers who would have attended the compulsory briefing session. Therefore, it is a responsibility of tenderers or their representatives to record correctly their email addresses in the compulsory briefing session attendance register. MISA does not take any responsibility for wrongly and/ or illegibly written email addresses.

The requirement of submissions is detailed in the Submission Data. Those tenderers only who satisfy the eligibility criteria as set out in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers have to submit their tenders using only the tender documents published on **e-Tender Publication Portal** (www.etenders.gov.za) of National Treasury of the Republic of South Africa.

The evaluation of tenders will follow the **Method 4: Quality, Price and Preference** (SANS 10845-1 (2015)).

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

Mr. Ntandazo Vimba

Chief Executive Officer

Municipal Infrastructure Support Agent

T1.2 TENDER DATA

The conditions of the tender are the SANS 10845-3 (2015), *Standard conditions of tender*.

SANS 10845-3 (2015) makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and provisions of SANS 10845-3 (2015).

Each item of tender data given below is cross-referenced to the clause in SANS 10845-3 (2015) to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
3.1	The employer is the Municipal Infrastructure Support Agent, a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.2	The tender documents issued by the employer comprise documents listed on the contents page
3.4	<p>The employer's agent is: Name: Mr Ntandazo Vimba</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Email: lumka.tyikwe@misa.gov.za</p>
3.4	The language for all communications is English
4.1	<p>ONLY those tenderers who satisfy the following Eligibility Criteria and who provide required evidence in tender submission are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. 3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 4. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R3 million in respect of a claim without limiting to the number of claims.
4.7	<p>The tenderers are required to attend a non-compulsory briefing session as detailed in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No submission will be considered for evaluation unless the Tenderer or authorised representative(s) attend a compulsory briefing session.</p>

CLAUSE NUMBER	TENDER DATA
	Tenderers or their authorised representatives must sign an attendance register and provide detailed contacts in favour of the tendering entity therein. Addenda, if any, will only be issued to tenderers who would have attended a compulsory briefing session.
4.12	No alternative tender offer will be considered.
4.13 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception at MISA Offices Municipal Infrastructure Support Agent</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the envelop/box of Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission.
4.13.4	<p>The tenderer is required to meet the following conditions in addition to requirements for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided for in permanent ink. 3. In case of Sub-contracting: <ol style="list-style-type: none"> 3.1 a tenderer may not be awarded points for B-BBEE if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has capability to execute the contract [ref. clause 7(5) of Preferential Procurement Regulations, 2017]; and 3.2 a person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. (ref. clause 12(3) of Preferential Procurement Regulations, 2017]. 4. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. 5. The tender documents issued by MISA are not tampered and remain intact,

CLAUSE NUMBER	TENDER DATA														
4.13.5	Tender document shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a Flash Drive.														
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.														
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).														
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day).														
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter, if applicable.														
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.5.</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.9.</p> <p>The score for financial offer (N_{FO}) is calculated using the 80/20 Preference Point System formula:</p> $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>where a maximum of 80 points is allocated for price</p> <p>P_s = Points scored for comparative price of bid under consideration P_t = Comparative price of bid under consideration P_{min} = Comparative price of lowest acceptable bid</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), a maximum of 20 points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where maximum points for qualification is 100</p> <p>The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th> <th>Number of Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>18</td> </tr> <tr> <td>3</td> <td>14</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> </tbody> </table>	B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6
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CLAUSE NUMBER	TENDER DATA																
	7	4															
	8	2															
	Non-Compliant Contributor	0															
	Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African National Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporations Act (CCA) have to be submitted along with the Proposal, if the Tenderer claims the preferential procurement points.																
5.11.9	<p>The functionality criteria and maximum score in respect of each of the criteria are given hereunder.</p> <p>A Tender scoring below 70 points in Quality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #d9ead3;">Quality criteria</th> <th style="background-color: #d9ead3;">Evaluation schedule</th> <th style="background-color: #d9ead3;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Tenderer's (Company) Experience</td> <td>Schedule 1</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Expertise of key personnel</td> <td>Schedule 2</td> <td style="text-align: center;">60</td> </tr> <tr> <td>Approach paper</td> <td>Schedule 3</td> <td style="text-align: center;">10</td> </tr> <tr> <td colspan="2">Maximum possible score for quality (M_s)</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The minimum number of evaluation points for quality is 70 points out of 100.</p>		Quality criteria	Evaluation schedule	Maximum number of points	Tenderer's (Company) Experience	Schedule 1	30	Expertise of key personnel	Schedule 2	60	Approach paper	Schedule 3	10	Maximum possible score for quality (M_s)		100
Quality criteria	Evaluation schedule	Maximum number of points															
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Maximum possible score for quality (M_s)		100															
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters into the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. 																
5.17	The number of paper copies of the signed contract to be provided by the employer is one to the successful tenderer.																
	<p>TENDER AWARD</p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p>																

CLAUSE NUMBER	TENDER DATA
	<p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p style="text-align: center;">ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of Tender are:</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>D. Period of validity of tender and withdrawal of tender after the closing date of tender submission</p> <p>All Tenders shall remain valid for a period of 90 days, exclusive of closing date but inclusive of the 90th day or until the Tenderer is relieved of this obligation by the Employer, in writing.</p> <p>E. Withdrawal of Tender during validity or Failure in signing resulted Contract Agreement at Award</p> <p>Should a Tenderer</p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p>Then the Tenderer shall be liable for and pay to the Employer –</p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</p>

CLAUSE NUMBER	TENDER DATA
	<p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>F. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <p>a) has acted in a fraudulent or corrupt manner in obtaining/executing a Contract;</p> <p>b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour;</p> <p>c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company;</p> <p>d) to refrain from Tendering for this Contract;</p> <p>e) as to the amount of the Tender to be submitted by either party;</p> <p>f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.</p> <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>G. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his <i>domicilium citandi et executandi</i> where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p>

CLAUSE NUMBER	TENDER DATA
	<p>H. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ol style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p> <p>Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, it should result rejection of the Tender <u>unless</u> the Employer decided otherwise.</p>

T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

The mandatory documents as listed in **Clause 4.13.4 of T1.2 of Tender Data**, properly filled in and signed off by the authorised person must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents will result in the tender not being evaluated.

B. Returnable schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

1. Record of Addenda to Tender Documents
2. Proposed amendments and qualifications
3. Compulsory declaration
4. Declaration on consultancy, good and other services or a combination thereof offered to an organ of state and/ or municipality
5. Referencing Schedule: Broad Based Black Economic Empowerment Status
6. Evaluation schedule 1: Experience of the tenderer
7. Evaluation Schedule 2: Experience of the key personnel
8. Evaluation Schedule 3: Approach paper

C. Other documents required for tender evaluation purposes

The tenderer has to provide the following required documentation.

1. Certified copy of the entity's professional indemnity insurance certificate
2. Record of Addenda to Tender Documents
3. Proposed Amendments and Qualifications
4. Compulsory Declaration
5. Declaration on consultancy, goods and other services or a combination thereof offered to an organ of state and/or municipality
6. Preference Schedule: Broad-Based Black Economic Empowerment Status.
7. Copies of Certificate(s) of qualifications and professional registration of key personnel. For Foreign Qualifications, South African Qualification Authority (SAQA) must be submitted.

D. Documentation that will be used for evaluation and to be incorporated into the contract, if the tender offer resulted in an award

1. The offer portion of C1.1 Form of offer and acceptance
2. Part 2 of C1.2 Contract data relevant to tenderer
3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

2. Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his/her tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

3. Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>

Section 4: Central Supplier Database Registration Number

Central Supplier Database Registration number <i>(if applicable)</i>	
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A. VENDOR REGISTRATION

The Contractor shall complete vendor registration forms before the signing of the contract. Such forms shall, as relevant, be accompanied by the following documents, where applicable:

- i. Company registration documents, share certificate and joint venture agreements
- ii. Certified copies of the Identity Documents of directors / managing members
- iii. Tax clearance certificate
- iv. VAT registration certificate
- v. B-BBEE Certification and B-BBEE Rating Certificate
- vi. Company letter head
- vii. A cancelled cheque of stamped letter from the bank, verifying the banking details

Vendor registration forms may be obtained from MISA Supply Chain Offices.

Section 5: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary and cross reference to the relevant section.

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (√ (tick) appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary and cross reference to this section.

Section 7: Record of family member in the service of the state

Family member: a person’s spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (✓ (tick) appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary and cross reference to this page.

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

- Yes** **No (Tick appropriate box)**

If yes, provide particulars (insert separate page if necessary and cross reference to this page)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within his / her personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of his / her belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury’s Database of Restricted Suppliers (see www.treasury.gov.za)

- ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the PFMA of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

4. Declaration on Consultancy, Goods and Other Services or a Combination Thereof Offered to an Organ of State and / or Municipality

The following particulars must be furnished in relation to tenders for organs of state and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate Organ of State / municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g., surveying	Service similar to required service (yes / no) last 5 years

Attach separate page as necessary and cross reference to this page

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

I / we certify that

1) (tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: all municipal accounts are paid up to date);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- _____% of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality / Organ of State or municipal entity which is expected to be transferred out of the Republic is _____%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary and cross reference to this page.

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

.....

Name

Position

.....

Enterprise name

5. Preferencing Schedule: Broad Based Black Economic Empowerment Status (B-BBEEE Status)

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and as far as is reasonably possible apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1. Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of its B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which its claims for preferences will be rejected.

2. Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12-month period which overlaps with its current financial year; or
- b) a certificate issued by a verification agency, and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA), and which is valid as at the closing date for submissions.

3. Tender preferences claimed

The scoring shall be as follows:

B-BBEE Status Level of Contribution	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

4. Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - Generic code of good practice
 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

.....

Name:

.....

Duly authorised to sign on behalf of :

Telephone:

Fax: Date:

Name of witness Signature of witness

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference

2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

6. EVALUATION SCHEDULE 1: TENDERER'S RELEVANT PROJECT EXPERIENCE [30 points]

Explanation of how points will be awarded for Relevant Project Experience

The project chosen for referencing should be for work done in the development of a minimum of 3 Spatial Development Frameworks. Tenderers shall submit reference letters from the employer for each Spatial Development Framework project successfully completed. The projects should be within previous 10 years period from the date of tender advert.

The scoring of tenderer's experience will be as below:

Letter of completion or reference letter for each Spatial Development Framework project completed - **30 points**

- a) Less than 3 projects = 0 points
- b) 3 to 5 projects = 10 points
- c) 6 to 9 projects = 20 points
- d) 10 and above = 30 points

Tenderers should bear in mind that claims about the number of projects completed, and the respective values will be verified in a number of ways, including contacting references. MISA reserves the right to verify all information presented by the tenderer.

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both are true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Enterprise name</i>		_____	

7. EVALUATION SCHEDULE 2: EXPERIENCE OF THE KEY PERSONNEL

[60 points]

All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 22.1 of the NEC3 PSC.

The experience of all the key personnel will be evaluated in relation to their respective academic, professional qualifications and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

CVs of all key personnel, preferably, in no more than 3 pages using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel should be submitted along with the submission referring to this schedule.

THE SCORING OF KEY PERSONNEL WILL BE AS BELOW:

KEY PERSONNEL CRITERIA APPLICATION – [60 POINTS]		WEIGHT	
<p>All Team members must attach copies of qualifications, professional registration certificates and CVs clearly indicating a detailed profile of the previous work experience, contactable references of similar work undertaken - List names, addresses, telephone numbers, fax numbers and e-mail.</p> <p><u>MISA reserves the right to verify all documents submitted and require additional documents</u></p>		Max Points	Score
		<p>1. Team Leader- Professional Town Planner [Total 15 points]</p> <p>A Professional Town and Regional Planner with a Bachelor’s Degree in Urban/Town and Regional Planning and professional registration with the South African Council for Planners (SACPLAN). The Team Leader must have a minimum of 8 years’ experience after professional registration, in spatial planning, land use management and project management as well as the development of at least 3 Spatial Development Frameworks or related.</p> <p>1.1. Qualifications and professional registration with SACPLAN - 5 points</p> <p style="margin-left: 20px;">a) Bachelor’s degree (NQF 8) = 1 points</p> <p style="margin-left: 20px;">b) Honours Degree = 2 points</p> <p style="margin-left: 20px;">c) Master’s degree (NQF 9) = 3 points</p> <p style="margin-left: 20px;">d) Doctoral Degree (NQF 10) or above = 5 points</p> <p>1.2. Years of work experience (after registration with SACPLAN) - 5 points</p> <p style="margin-left: 20px;">a) Below 8 years = 0 points</p> <p style="margin-left: 20px;">b) 8 to below 10 years = 2 points</p> <p style="margin-left: 20px;">c) 10 to below 12 years = 3 points</p> <p style="margin-left: 20px;">d) 12 to below 15 years = 4 points</p> <p style="margin-left: 20px;">e) 15 years and above = 5 points</p> <p>1.3. Number of Spatial Development Frameworks (SDFs) completed in the past 8 years (attach letters of completion or reference letter for completed SDF projects) - 5 points</p>	

<ul style="list-style-type: none"> a) Less than 3 projects = 0 points b) 3 to 5 projects = 3 points c) 6 to 9 projects = 4 points d) 10 and above = 5 points 			
<p>2. Professional Town Planners – [Total 10 points]</p> <p>A Town Planner registered as a Professional with SACPLAN with a Bachelor's Degrees in Urban and Regional Planning and a minimum of 5 years' post registration experience in spatial planning and land use management, specifically the development of Spatial Development Frameworks.</p> <p>2.1. Qualifications in Urban and Regional Planning and professional registration with SACPLAN - 5 points</p> <ul style="list-style-type: none"> a) Bachelor's Degree = 3 point b) Honours Degree = 4 points c) Master's Degree or above = 5 points <p>2.2. Years of work experience in spatial planning and land use management (after registration with SACPLAN) - 5 points</p> <ul style="list-style-type: none"> a) Below 5 years = 0 points b) 5 to below 7 years = 3 points c) 7 to below 10 years = 4 points d) 10 years and above = 5 points 		<p>10</p> <hr style="width: 50%; margin: 0 auto;"/> <p>5</p> <p>5</p>	
<p>3. Economist – [Total 10 Points]</p> <p>An Economist with a minimum of a Bachelor of Commerce Degree in Economics with a minimum of 5 years post qualification experience in Development Economics, Urban Economics, Agriculture Economics or related fields.</p> <p>3.1. Qualifications in Economics - 5 points</p> <ul style="list-style-type: none"> a) Bachelor of Commerce Degree = 3 point b) Honours Degree = 4 points c) Master's Degree or above = 5 points <p>3.2. Years of work experience after BCom qualification - 5 points</p> <ul style="list-style-type: none"> a) Below 5 years = 0 points b) 5 to below 7 years = 3 points c) 7 to below 10 years = 4 points d) 10 years and above = 5 points 		<p>10</p> <hr style="width: 50%; margin: 0 auto;"/> <p>5</p> <p>5</p>	

<p>4. Infrastructure Specialist - [Total 10 points]</p> <p>A Civil Engineer with a minimum of a Bachelor's Degree in Civil Engineering and registered with the Engineering Council of South Africa (ECSA) as a Professional Civil Engineer with a minimum of 5 years post qualification experience in transportation planning, infrastructure planning and development.</p> <p>4.1. Qualifications in Civil Engineering and professional registration with ECSA - 5 points</p> <p style="margin-left: 40px;">a) Bachelor's Degree = 3 points b) Honours Degree = 4 points c) Master's Degree or above = 5 points</p> <p>4.2. Years of work experience after qualification - 5 points</p> <p style="margin-left: 40px;">a) Below 5 years = 0 points b) 5 to below 7 years = 3 points c) 7 to below 10 years = 4 points d) 10 years and above = 5 points</p>	<p>10</p> <p>5</p> <p>5</p>
<p>5. Environmental Specialist – [Total 10 points]</p> <p>An Environmental Specialist with a Bachelor's Degree in Environmental Science or Environmental Management and registration with the South African Council for Natural Scientific Professions (SACNASP) and a minimum of 5 years post-qualification experience in environmental planning, environmental impact assessments, climate change research.</p> <p>5.1. Qualifications in Environmental Science or Environmental Management and professional registration - 5 points</p> <p style="margin-left: 40px;">a) Bachelor's Degree = 3 points b) Honours Degree = 4 points c) Master's Degree or above = 5 points</p> <p>5.2. Years of work experience after qualification - 5 points</p> <p style="margin-left: 40px;">a) Below 5 years = 0 points b) 5 to below 7 years = 3 points c) 7 years to below 10 = 4 points d) 10 years and above = 5 points</p>	<p>10</p> <p>5</p> <p>5</p>
<p>6. Geographic Information Systems Specialist - [5 points]</p> <p>A GIS Practitioner with a Bachelor's Degree Geographic Information Science or Geographic Information Systems and registered as a GISc Professional or Technologist with South African Geomatics Council (SAGC) with 3 years post-qualification experience in geographic information systems, geospatial data, land and cadastral information and mapping.</p> <p>6.1. Qualifications, professional registration with SAGC and a minimum of 3 years of work experience after qualification - 5 points</p> <p style="margin-left: 40px;">a) Below 3 years = 0 points b) 3 to below 5 years = 3 points c) 5 to below 8 years = 4 points d) 8 years and above = 5 points</p>	<p>5</p>

TOTAL POINTS	60	
---------------------	-----------	--

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both true and correct.

Signed

Date

.....

Name

Position

.....

Enterprise name

8. EVALUATION SCHEDULE 3: APPROACH PAPER

The Approach Paper must respond to the scope of work (**reference: C3 Scope of work**).

As the contents of a proposal give a clear first hand impression about the capability of the tenderer, the tenderer is expected to submit an organized well-written proposal (approach paper on methodology in achieving the project goal) using proper separators for each of the chapters and annexures **not more than 20 pages (but not less than 10 pages) using font Arial regular 11 points having margins at each side no less than 2,54 cm and line spacing no less than 1,15.**

The Approach Paper must contain at least the following:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures.

Executive Summary: A brief summary of the whole contents of the approach paper.

Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3.1 Scope of work', detailing at least the following:

1. Methodology to be adopted.
2. Project Implementation Plan and Project Schedule (Gantt Chart) detailing activities, task and sub-tasks to be achieved.
3. Organogram for the proposed project team and their responsibilities to achieve the deliverables.
4. Identified project implementation Risks and Risk Management proposal.
5. Quality control mechanism to be adopted for project deliverables.
6. Stakeholder identification, management and reporting mechanism to be followed.

The scoring of the approach paper will be as detailed hereunder:

Evaluating Point	Assessment Criteria	Maximum point(s)
Approach Paper		<u>10 points</u>
Methodology to be adopted	<ul style="list-style-type: none"> • Appropriate understanding of the scope of work 1 point • Appropriately informative proposed approach 1 point • Clearly defined methodology to be adopted 1 point 	3 points
Project implementation schedule (Listed Activities in	<ul style="list-style-type: none"> • Appropriateness of Project Implementation Plan and Project Schedule (Gantt Chart) detailing activities, task and sub-tasks, timeframes and milestones to be achieved 1 point 	2 points

Evaluating Point	Assessment Criteria	Maximum point(s)
Section C3: Scope of Work)	<ul style="list-style-type: none"> Appropriateness of Organogram for the proposed project team and their responsibilities to achieve the deliverables 1 point 	
Project implementation Risks and Risk Management proposal	<ul style="list-style-type: none"> Adequacy of understanding of program risks and appropriateness of mitigation options 1 point 	1 point
Quality control mechanism be adopted	<ul style="list-style-type: none"> Adequacy of quality control process 1 point Appropriateness of proposed quality control template 1 point 	2 points
Stakeholder identification and management and reporting	<ul style="list-style-type: none"> Appropriateness of stakeholders' identification and proposed management process 1 point Appropriateness of reporting system 1 point 	2 points

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference his/her letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of knowledge both true and correct.

Signed

Date

.....

Name

Position

.....

Enterprise name



Municipal Infrastructure Support Agent (MISA)

The Contract

Reference No.: MISA/IDMS/SDF/046/2021/22

Appointment of a Professional Service Provider to develop the Eastern Seaboard Regional Spatial Development Framework within a period of sixteen (16) months

Based on

**NEC 3 (April 2013): Professional Services Contract (PSC)
Option A: Priced contract with activity schedule**



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference No.: **MISA/IDMS/SDF/046/2021/22**

Appointment of a Professional Service Provider to develop the Eastern Seaboard Regional Spatial Development Framework within a period of sixteen (16) months

C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part One of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, if any, and by submitting this Offer, has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VAT AND EXPENSES calculated in accordance with the *conditions of contract as detailed hereunder*:

Total Amount: R _____ (in figure), (Rand _____

_____) (in word)

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature

Date:

.....
Name

.....
Capacity

**For the
tenderer:**

.....
*(Insert name and address of
organisation)*

Name &
signature
of witness

Date

ACCEPTANCE

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.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Other documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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.

Notwithstanding the date of signature, the effective date is the date mentioned in the Contract data (ref: Clause 30.1). Unless the tenderer (now *Contractor*) within five working days of the date mentioned, notifies the *Employer* in writing of any reason why he cannot accept this contract, this agreement shall constitute a binding contract between the Parties.

Signature _____

Date: _____

Name(s)

Capacity

For the Employer Municipal Infrastructure Support Agent

Schedule of Deviations

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

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.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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.

C1.2 CONTRACT DATA

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers (ICE), United Kingdom. It is assumed that the Tenderer is in possession of the Conditions of Contract or able to possess one.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract, which requires it. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the above referenced NEC3.

Part one - Data provided by the *Employer*

1 General

The *conditions of the contract* are the core clauses and the clauses for main Options

A: Priced contract with activity schedule

Dispute resolution Option

W1: Dispute resolution procedure

And secondary Option

X2: Changes in Law

X10: Employer's Agent

Z: Additional conditions of contract

of the NEC 3

10.1	<i>The Employer is</i> Municipal Infrastructure Services Agent Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
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11.2(7)	The <i>Scope</i> is as given in section C3: Scope of works
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12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
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13.1	The <i>language of this contract</i> is English
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13.3	The <i>period of reply</i> is 2 weeks
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2 The Parties' main responsibility

22.1	If the <i>Service Provider</i> subcontracts work, it should not be more than 25% of the total value of the contract. Please also refer to 4.13.4
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3 Time

30.1	The <i>starting date</i> is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.
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11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is Sixteen Months (16) after the start date.
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31.1 The *Service Provider* submits programme with the tender according to the *Scope*, considering the *starting date* and *completion date*, which will be adjusted, if need be, based on proposed duration in the programme through consultation.

5 Payment

50.1 The *assessment interval* is monthly on or before the **20th** day of each successive month.

50.3 The *expenses* stated by the *Employer* are according to the agreed prices at award.

Item	Amount
<ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i> 	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers
<ul style="list-style-type: none"> • Travelling by motor vehicle charges for traveling from Mthatha or Durban to perform the services in affected areas as authorised by the <i>Employer</i> 	Cost based on Department of Transport rates.
Accommodation where the services necessitate that staff need to travel identified in Part 2 of the Contract Data to perform the services as authorised by the <i>Employer</i>	Cost (Limited to R 1 440.00 Bread and Breakfast per person per night in within the project area)

51.1 The period within which the payments are made is **thirty** days from the date of receipt (exclusive) of the invoice.

51.2 The *currency of this contract* is the South African Rand.
The *interest rate* is the Prime lending rate of the *Employer's* Bank.

6 Compensation events

As per standard NEC3 clause 60.1.

7 Rights to material

No data required for this section of the *conditions of the contract*.

80 Indemnity, insurance and liabilities

80.1 The amounts of insurance and the periods for which the *Service Provider* maintains insurance are as follows:

Event	Cover	The period following Completion of the whole of the works or earlier termination
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	R 3 million in respect of each claim, without limit to the number of claims	Until the end of the <i>completion date</i> .
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable also	Until the end of the <i>completion date</i> .
All risk contract works	Amount of cover to match contract value	

81.1 The *Employer* provides no insurance cover.

81.2 The *Contractor* provides the certificate(s) from the accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract is in force before the signing of the contract arising from the award.

9 Termination and dispute resolution

10 Data for the main Option clause

A Priced contract with activity schedule

No data required for this section of the *conditions of the contract*.

11 Data for Option W1

W1.1 The *Adjudicator* is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),

W1.2(3) The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).

W1.4((2) The *tribunal* is a reference to a South African Court of Law

12 Data for secondary Option clause(s)

X2 Change in the law

X2.1 The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

X10 Employer's Agent

X10.1 The *Employer's Agent* is
 Chief Executive Officer (Or Designated MISA Official)
 Mr Ntandazo Vimba
 Physical Address: Letaba House, Riverside Office Park
 1303 Heuwel Avenue, Centurion, Pretoria 0046
 Postal Address: Private Bag X105, Centurion 0046

Z **Additional conditions of contract**

The *additional conditions of the contract* are

Z1 **Tax invoices**

The Service Provider's invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Service Provider* to the *Employer* include the details stated in the *Scope/ Price Schedule* to show how the amount due has been assessed, and

the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace by:

The *Employer* makes each payment within **thirty** days from the date of receipt (exclusive) of the *Service Provider's* invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.

Z2 **Selection and appointment of the Adjudicator**

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

Z3 **Acts or omissions by mandatories**

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Service Provider* and his employees to the extent permitted by this Act and that this contract comprises the written agreement between the *Employer* and the *Service Provider* contemplated in section 37(2).

Part two - Data provided by the Service Provider

10.1 *The Contractor / Consultant is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.2 *The Service Provider's key persons are:*

1 Name: _____

Position in the Project Team: _____

Responsibilities:

Qualifications:

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

No.	Role of key person	Name of key person
1	Team Leader: Professional Town and Regional Planner	
2	Professional Town and Regional Planner	
3	Economist	
4	Infrastructure Specialist (Civil Engineer)	
5	Environmental Specialist	
6	Geographic Information Systems Specialist	

(Please use separate pages referring to this clause for detailing the information for all key Tenderer's key persons)

C2 PRICING DATA

C2.1 PRICING ASSUMPTIONS

PRE-AMBLE OF THE PRICING SCHEDULE

1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
2. The Tenderer has to quote prices against each of the Activities Schedule items (C2.2: Activity Schedule) covering all services as deemed required for the successful completion of each of the items.
3. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
4. The tendered price should be inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, This is to justify the tenderer's tendered price.
5. Costs incurred by the *Tenderer* other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column
6. All items on the Activity Schedule must be priced.
7. Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
8. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project. The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.
9. All rates and sums of money quoted in the 'Price list' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
10. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the AS, will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.
11. Tenderers should take note that payment will be only based on acceptable completed items under a specific deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion

of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.

12. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity (clause 31,1 of NEC 3, PSC) taking into account the starting date and completion date (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).
13. Evaluation of the “cost” portion of the tender will take into account both the total price and the rates for individual team members and their proposed input in completing a task. The basis will be the tenders’ detailed cost breakdown according to item 5 of the above section C2.1 Pricing Assumptions. The tenderers are advised to use the template given in **Annexure A** for their detailed costs break down.
14. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:
 - **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 - **Quantity:** The number of units of work for each item
 - **Rate:** The payment per unit of work at which the Bidder bids to do the work
 - **Amount:** The quantity of an item multiplied by the bid rate of the (same) item
 - **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
 - **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.
15. The units of measurement indicated in the Schedule of costs are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare

m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

ACTIVITY SCHEDULE

Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
DELIVERABLE 1	Phase 1: Project Initiation: Signed Contract and accepted Inception Report	Sum	1		
DELIVERABLE 2	Phase 2: Status Quo Research Report	Sum	1		
DELIVERABLE 3	Phase 3: Regional Situational Analysis and Synthesis Report	Sum	1		
DELIVERABLE 4	Phase 4: Draft Eastern Seaboard RSDF and Implementation Framework	Sum	1		
DELIVERABLE 5	Phase 5: Public Participation Report & 2nd draft ESRSDF	Sum	1		
DELIVERABLE 6	Phase 6: Final Eastern Seaboard Regional Spatial Development Framework & Contract Closeout	Sum	1		
Sub-Total (Deliverable 1 to 6)					
15% VAT					
Total					
EXPENSES	Travel, accommodation and other related costs payable based on actual Cost	Sum	1		
Grand-Total (Total + Expenses) To be carried to the form of offer					

Signature

Date:

.....
Name

.....
Capacity

.....
**For the
tenderer:**

.....
Name &
signature
of witness

.....
*(Insert name and address of
organisation)*

.....
Date

C3 SCOPE OF WORK

C3.1 BACKGROUND

C3.1.1 INTRODUCTION

- 1.1. In the State of the Nation Address (SoNA), the President introduced his vision to develop new post-apartheid cities to reverse and address the legacy of apartheid spatial planning that perpetuated and also normalised fabricated spatial injustice and inequality. In the 2021 SoNA, the President stated that “New post-apartheid cities are being conceptualized in a number of places in South Africa and form part of Government’s dream of building new cities that will enable the country to make a break with apartheid’s spatial development”.
- 1.2. In light of the President’s vision to develop new post-Apartheid smart cities, the National Department of Cooperative Governance and Traditional Affairs (CoGTA) through the Municipal Infrastructure Support Agent (MISA) has embarked on a process to develop the Eastern Seaboard, which will ultimately culminate in one or more African coastal smart cities in the region. This initiative involves the declaration of the Eastern Seaboard area as a Region in terms of Section 18 (3) of the Spatial Planning and Land Use Management Act No. 16 of 2013 (SPLUMA). The development of a Regional Spatial Development Framework for the Eastern Seaboard area serves as a key component towards the establishment of an African Coastal Smart City that lies between two (2) provinces of Eastern Cape and KwaZulu-Natal.
- 1.3. The Eastern Seaboard lies between the Eastern Cape and KwaZulu-Natal Province, covering 4 Districts and 17 Local Municipalities and is home to over 3,6 million people residing in significant portions of land either communal, tribal or state owned. The region is endowed with natural resources spanning across multiple administrative boundaries; however, it is largely underdeveloped with poverty, unemployment and inequality rampant across the region.
- 1.4. Despite its challenges, the Eastern Seaboard has been identified as a strategic area by the three spheres of government. The draft National Spatial Development Framework (NSDF) identifies the National Coastal Spatial Transformation and Economic Transition Region which includes the East coast N2 corridor as such and confirms the importance of the coast in the future development issues of South Africa, giving national priority and focused support to this area.
- 1.5. The National Development Plan (NDP) vision 2030, acknowledges that “reshaping South Africa’s cities, towns and rural settlements is a complex, long-term project requiring major reforms and political will.” The development of new smart cities and towns should be done carefully to avoid destroying the small towns. The anticipated new

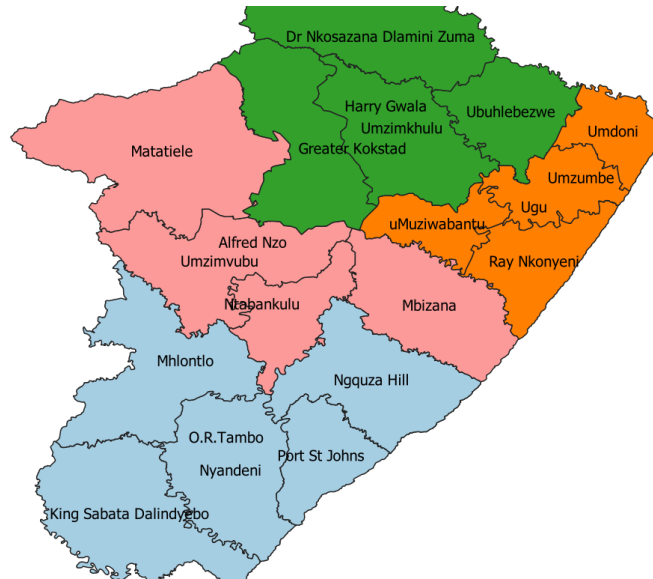
cities and towns should be built on democratic principles, embracing African culture and heritage but also strengthen functional rural-urban linkages. This provides an opportunity to be bold and have innovative opportunities led by strong political and traditional leadership.

- 1.6. In the context of the spatial transformation agenda, SPLUMA is proposed as the tool to effect spatial transformation using spatial planning mechanisms to eliminate poverty and inequality while creating conditions for inclusive growth. The Act puts forward development principles, norms and standards for spatial planning and land use management. It further provides for the preparation of spatial development frameworks by all three spheres of government and to ensure adherence by stating in section 12 that national government, provincial government and municipalities must participate in spatial planning and land use management processes that impact on each other to ensure that plans and programmes are coordinated.
- 1.7. The Eastern Seaboard Development initiative serves as a starting point for decisively addressing the challenges confronting the Eastern Seaboard and unlocking the economic potential in the Eastern Cape and KwaZulu-Natal and enhancing regional connectivity. This will be achieved through intentional development, in an all of government approach through the District Development Model (DDM). The DDM will be leveraged as far as possible to unlock the development potential of the District spaces through improved inter-governmental collaboration and joint planning, budgeting and implementation process that focuses investment to respond to the needs of the people.
- 1.8. The Eastern Seaboard Development is a flagship DDM project, that calls on us to demonstrate a desire and will to change how we work. In the implementation of the District Model, in the OR Tambo pilot site the need to accelerate development and improve the socio-economic conditions of the people became apparent. OR Tambo district is richly endowed with tourism, agriculture and ocean's economy yet is amongst the poorest districts in the country. The focus evolved into a regional outlook, focusing on economic and functional regions rather than the administrative boundaries, when the neighbouring districts of Harry Gwala, Ugu and Alfred Nzo (poorest in the country) displayed similar characteristics to OR Tambo. The region is endowed with a diverse natural and cultural resource base, coupled with the challenges of poverty, inequality and unemployment.

2. STUDY AREAS

- 2.1. The Eastern Seaboard is located along approximately 250 km-coastal stretch between stretch between Coffee Bay in the King Sabata Dalindyebo Local Municipality in the south and Scottburgh in UMdoni Local Municipality in the north. The Eastern Seaboard consists of regional development anchors, rural service centres and dispersed rural settlements across and along the N2 corridor in municipalities within KwaZulu-Natal to the Eastern Cape province mainly by the road network. There is currently limited physical and ICT infrastructure as well as economic development. The area is endowed with

natural resources spanning across multiple administrative boundaries and lies between two (2) provinces, the Eastern Cape and KwaZulu-Natal, four (4) District Municipalities namely, (i) Harry Gwala, (ii) Ugu (iii) Alfred Nzo and (iv) OR Tambo and seventeen (17) depicted below.



C3.1.1.1 OVERVIEW OF THE SCOPE

The purpose of project is to develop the Eastern Seaboard Regional Spatial Development Framework (ESRSDF) in terms of SPLUMA to address the legacy of Apartheid spatial planning and to provide increased sustainable service delivery that will improve the quality of life of current and future residents across the region in relation to: (i) inclusive socio-economic development (ii) agriculture and environmental sustainability, and (iii) the promotion culture and heritage.

The ESRSDF will be developed over a period of 16 months. The specific deliverables from this project would include but be not limited to:

- a) **Phase 1:** Project Initiation: Signed Contract and accepted Inception Report
- b) **Phase 2:** Status Quo Research Report
- c) **Phase 3:** Regional Situational Analysis and Synthesis Report
- d) **Phase 4:** Draft Eastern Seaboard Regional Spatial Development Framework and Implementation Framework
- e) **Phase 5:** Public Participation Report and 2nd draft Eastern Seaboard Regional Spatial Development Framework
- f) **Phase 6:** Final Eastern Seaboard Regional Spatial Development Framework & Contract Closeout

C3.1.2 PROJECT BENEFICIARIES

The beneficiaries of this project will all be involved in development and implementation of the Eastern Seaboard Regional Spatial Development Framework, namely: National COGTA, National and Provincial Sector Departments, Local and District Municipalities within the Eastern Seaboard, Traditional Authorities, State Owned Entities, affected communities, academia, and private sector.

C3.1.3 RELATED PROGRAMMES, INITIATIVES OR STAKEHOLDERS

There are a number of related projects by different stakeholders that need to be taken into account. MISA is currently leading the initiative to develop the Eastern Seaboard, and together with the stakeholders is planning to initiate other complementary projects such the development of the Eastern Seaboard Master Plan and a Feasibility Study on Renewable Energy in Alfred Nzo, Ugu, Harry Gwala and Or Tambo District Municipalities. In addition to this there are other initiatives within the region led by the 2 Provinces, the respective Municipalities and state-owned entities.

The complementary projects will provide vital data and information that would notably enhance the work of the Tenderer. MISA therefore expects the Tenderer to make every effort to work collaboratively with other successful bidders awarded by MISA and other related complementary projects within the region run by National and Provincial sector departments and Municipalities and integrate their work as far as practically possible.

C3.2 OBJECTIVES OF THE EMPLOYER

GENERAL OBJECTIVE

The overall objective of the project is to ensure that the Eastern Seaboard Regional Spatial Development Framework provides for a vision and strategies which are implementable in order to change space economy for the greater good of all in the region.

C3.2.2 SPECIFIC OBJECTIVES

One of the key objectives of the Eastern Seaboard Regional Spatial Development Framework is to drive the development of one or more African coastal smart cities in the region. The ESRSDF would need to embed the African coastal smart city objectives in its analysis, vision and strategies, while ensuring that the concept is appropriate to the South African and Eastern Seaboard spatial, socio-economic and cultural context. The understanding in this brief is that the smart city approach brings both a people and techno centred approach to the strategic solutions required in the area, using technologies to address social and spatial problems.

The ESRSDF should be developed to give effect to section 19 of SPLUMA and must therefore attend to the following:

- a) Give effect to the development principles and applicable norms and standards set out in Chapter 2.

- b) Give effect to National and Provincial policies, priorities, plans and planning legislation.
- c) Reflect the current state of affairs in that area from a spatial and land use perspective of the region.
- d) Indicate desired patterns of land use in that area.
- e) Provide basic guidelines for spatial planning, land development and land use management in that area.
- f) Propose how the framework is to be implemented and funded; and
- g) Comply with environmental legislation.

In addition to the above, the project should define regional interests and guide planning and implementation. Furthermore, the RSDF must:

- a) Give spatial guidance within a regional context.
- b) In the absence of specific guidance in different provinces provide basic guidelines for spatial planning, land development, land tenure, land administration and land use management, settlement patterns in the region in line with local initiatives captures in the respective Spatial Development Frameworks and Land Use Schemes.
- c) Identify priorities, institutional arrangements and implementation requirements.
- d) Ensure that implementation is substantiated by time and budget allocations as well as monitoring tools and processes/approaches.
- e) Prioritise projects/interventions short, medium and long term, emanating from the ERSDF.
- f) Rationalise and map aspects of municipal, provincial and national planning and interventions impacting on the region.
- g) Respect the different approaches to spatial planning outlined in the various Spatial Development Frameworks
- h) Develop a stakeholder engagement/participation plan with milestones and marketing material; and
- i) Provide scenario planning and/or benchmarking with other similar regional approaches and international best practices.

C3.3 ASSUMPTIONS AND RISKS

C.3.3.1 ASSUMPTIONS

1. There will be full support and cooperation from beneficiaries and all relevant stakeholders.
2. The *Tenderer* will be able to access all necessary primary and secondary sources of information and will be able to access all key stakeholders that may need to be contacted
3. Day to day management of the project will be efficient and effective.
4. *The Tenderer* will discharge their functions effectively and efficiently and will not operate outside the parameters provided in the Terms of Reference.
5. *The Tenderer* is sufficiently solvent to effectively run the project.

C3.3.2 RISKS

1. Beneficiaries and all relevant stakeholders full support and cooperation are compromised.
2. The *Tenderer* is not able to access all necessary primary and secondary sources of information and access to all key stakeholders that may need to be interviewed are challenged.
3. Day to day management of the project is not efficient and effective.
4. The *Tenderer* fails to discharge their functions effectively and efficiently and is not operating within the parameters provided in the Terms of Reference.
5. *Tenderer* is or becomes in-solvent in the duration of the project.

C3.4 EXTEND OF THE SCOPE

C3.4.1 OUTPUTS

All stakeholders and Government components with a direct role to play in the development of the Eastern Seaboard should possess knowledge, skills and tools to meaningfully participation in the development, implementation and institutionalize of the Eastern Seaboard Regional Spatial Development Framework.

C3.4.1 OUTCOMES

The overall impact of this project as expected would be the determination of the extent of the spatial transformation for socio-economic development; mostly measured by investment opportunities and the implementation of infrastructure projects across the region.

C3.4.2 DELIVERABLES AND ACTIVITIES

- 1.1. As a minimum, the ESRSDF should comply with the requirements of Spatial Planning and Land Use Management Act 16 of 2013. The SPLUMA requirements are inclusive of but not limited to section 18 and 19 of the Act.
- 1.2. The development of the Eastern Seaboard RSDf document should give expression to the international and National policies such the Global Sustainable Development Goals, the National Development Plan (NDP), draft National Spatial Development Framework (NSDF) and Integrated Urban Development Framework (IUDF) and take cognisance of Guidelines for development of Provincial, Regional and Municipal Spatial Development Frameworks and Precinct Plans 2017.
- 1.3. The RSDf must extend beyond jurisdictional boundaries and include functional inter and intra-provincial spatial regions. The unique spatial planning approaches in each province need to be recognised and the ESRSDf needs to utilise this to unlock the potential of the Eastern Seaboard Corridor. The ESRSDf must give spatial expression to the vision encapsulated in each province and municipality. In the absence of spatial planning, the ESRSDf must take the lead and inform future planning processes.
- 1.4. The two provinces are in different phases towards SPLUMA implementation and compliance, but the ESRSDf needs to identify and focus on priority areas within the ambit of social, environmental and economic sustainable development. Special attention

must be placed on the institutional arrangements of the ESRSDf and the accompanying spatial targeting to channel public and capital investment into priority areas and align capital investment programmes of different government departments.

- 1.5. The analysis of the spatial and economies of scale must be undertaken at the level of the functional region. The analysis must be spatial and temporal including socio-economic, natural environment, infrastructure and built environment aspects. Existing planning initiatives in the region (national, provincial and municipal) must be critically examined and rationalised with evidence from data. Economic analysis must include the economic potential of the region (including relevant industries and sectors), job creation potential and economic growth prospects.
- 1.6. An Eastern Seaboard website with a the RSDf geographic information system containing spatial representation of information and proposed spatial interventions. This regional map must have a clear one-to-one relationship with the spatial narrative and trends. The regional maps at various scales must have notations to which clear spatial and economic strategies, development nodes, anchors, infrastructure provision and requirements, catalytic projects/programmes, and roles and responsibilities.
- 1.7. The Service Provider will be required to purposefully transfer skills to relevant stakeholders and beneficiaries of the ESRSDf.
- 1.8. The ESRSDf must also address questions regarding:
 - a) What are the key catalytic projects and how to fund them?
 - b) How to achieve inter-municipal and intra-provincial spatial and economic development planning convergence for the region?
 - c) How to assess the economic potential in the region, in order to create implementable economic development and job creation strategies?
 - d) Where investment should be focused to ensure integration while diversifying the growth of economic functions?
 - e) How to direct systematic programmes and strategies for infrastructure?
 - f) What is the appropriate response to interprovincial / municipal movement of people and goods?
 - g) What is the tourism potential within the identified region?
 - h) Who will manage, implement and monitor the ESRSDf?
 - i) What is policy, legislative and financial reforms that are required to unlock any other development and economic potential in the region etc.?
 - j) How to leverage private sector investment/partnerships to boost the economy?
 - k) What must be protected and reserved to maintain the identity of the Eastern Seaboard Coastal Corridor?
- 1.9. The approach must be based on the Guideline for the Development of Provincial, Regional and Municipal Spatial Development Frameworks.
- 1.10. A tabulated version of the critical milestones to be achieved by the ESRSDf is provided in Table 1 below.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE EASTERN SEABOARD REGIONAL SPATIAL DEVELOPMENT FRAMEWORK (ESRSDF) WITHIN A PERIOD OF SIXTEEN (16) MONTHS.

Table 1: Phases, Stakeholder Engagements, Deliverables and Actions

PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
PHASE 0: PRE - INCEPTION	1) Pre-Inception meeting with the Project Management Team	Preliminary Project Implementation Plan (PIP) - Scoping and Preliminary Project Implementation Plan - Roles and Responsibilities of all stakeholders - Preliminary information Resource Plan - Preliminary Stakeholder Management Plan -	1.Unpacking of TOR and Project Implementation Plan a) Project Management Team introductory meeting b) Confirmation the scope of work c) Identify Roles and Responsibilities of all Stakeholders d) Identify and finalise the Project Outcomes e) Unpack the expectations and working arrangements f) Preparation and finalisation of the Project Implementation Plan (PIP) g) Confirmation National Project Steering Committee and Workstreams, Provincial and Local Municipal committee and other relevant structures
PHASE 1: INCEPTION	Initial Stakeholder Engagement 1) Inception meeting with the Project Management Team 2) Inception meeting with the Joint Accounting Officers Forum (JAF), National and Provincial Project Steering Committee (NPSC & PPSC),	1) INCEPTION REPORT: - Conceptual plan - Project Implementation - Risk Management Plan - Information resource Plan - Stakeholder Engagement Plan - ESRSDF Website & Spatial Information System Plan - Marketing and Branding Strategy conceptualisation - Skills Transfer Plan - Monitoring and Evaluation Plan	1. Inception Process a) Development of an Inception Report addressing but not limited to the following ESRSDF components: Conceptualisation, final Project Implementation, Risk Management, Information sources, Stakeholder Engagement, ESRSDF Website & Spatial Information System, marketing and branding, Skills Transfer Plan, Monitoring and evaluation 2. Stakeholder Engagement - Inception meeting Presentation of Inception Report to relevant structures and stakeholders 3. Monitoring and Evaluation Approach

PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
	Workstreams, Provincial and Municipal structures (e.g., DDM Technical Committees, Traditional Authorities, etc)	2) Stakeholder Engagement Report	

PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
<p>PHASE 2:</p> <p>STATUS QUO RESEARCH REPORT</p>	<p>1) Meeting with the Project Management Team</p> <p>2) Meeting with the JAF, NPSC & PPSC, Workstreams, relevant Provincial and Municipal structures (e.g., DDM Technical Committees & Command Councils etc)</p>	<p>1) STATUS QUO RESEARCH REPORT</p> <ul style="list-style-type: none"> - Synthesise Legislative & Policy Context - Conceptual Spatial Vision <p>2) Progress report on preparation of other ESRDF components outlined in the Inception report</p> <p>3) Stakeholder Engagement Report</p>	<p>1. Review and Synthesis Legislative imperatives & Policy Context</p> <ul style="list-style-type: none"> a) Policy Context: Reference the key RSDF provisions and founding spatial principles of both SPLUMA and provincial spatial planning legislation and indicate how these will be applied b) Overview of relevant directives from the National Development Plan and review National spatial policies that the RSDF needs to align with. c) Review PSDFs and other provincial sector plans to ensure alignment to the National Development Plan, Provincial and Municipal Spatial Development Frameworks, District One Plans, Sector Plans and Integrated Development Plans and other relevant plans d) Define Spatial Principles and objectives e) Building and articulation of the Concept Paper Interpretation and building on the Eastern Seaboard Concept Paper and design principles f) Formulate Spatial Vision (frame African Smart City) g) Outline the regional spatial informants/directives emanating from the National, provincial and municipal spatial policy review. <p>2. Stakeholder Engagement</p> <p>Presentation of Status Quo Research Report to relevant structures and stakeholders</p> <p>3. Preparation of the other ESRDF components (plans) outlined in the Inception Report - ESRDF website & Spatial Information System and Marketing & Branding strategy design, Monitoring and Evaluation plan, etc.</p>

PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
<p>PHASE 3:</p> <p>REGIONAL SITUATIONAL ANALYSIS AND SYNTHESIS REPORT</p>	<p>1) Meeting with the Project Management Team</p> <p>2) Meeting with the JAF, NPSC & PPSC, Workstreams, relevant Provincial and Municipal structures (e.g., DDM Technical Committees)</p>	<p>1) REGIONAL SITUATIONAL ANALYSIS AND SYNTHESIS REPORT</p> <p>2) Progress report on other ESRDF Components</p> <p>3) Stakeholder Engagements Report</p>	<p>1. Regional Situational Analysis</p> <p>a) Regional Demographic Analysis: population growth rate, population composition in terms of gender, age, race, level of education, income level employment/ unemployment trends etc.</p> <p>b) Regional Economic analysis: current sectoral contribution towards GDP, job opportunities in the Region, sectoral trends, economic sectors with significant growth prospects (agriculture, mining, industrial/manufacturing, business, tourism, informal sector), economy of the Region in the context of surrounding provincial and national economy.</p> <p>c) Biophysical Analysis - Land, Agriculture, Oceans and Environment: Overview of topography, hydrology, geology, soil conditions, state of the environment (water, air and land pollution), biodiversity assessment and summary of existing environmental policies/guidelines applicable in the Region. Climate Change considerations and mitigation proposals.</p> <p>d) Regional Land development, Tenure and Land Use Management Analysis - Assessment and analysis of current land use distribution, land tenure systems, land administration, land governance, land development processes and systems, land use development trends/pressures, proposed future land uses; and the capacity of land use regulators, administrators and traditional authorities to deal with land development application and address land and land use development.</p> <p>e) Regional Movement Network - Assessment and analysis of the existing and proposed future movement network in the Region (maritime, road, rail and air).</p>

PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
			<p>f) Regional Engineering Services - Assessment and analysis of current bulk infrastructure systems (water, sanitation, solid waste, and energy), state and capacity of infrastructure and challenges facing the region. Summary of current policies regarding the level of infrastructure to be provided to reach maximum development potential in the Region.</p> <p>g) Regional Capacity and institutional Analysis - assessment of Municipal technical, financial and administrative capacity, vacancy rate, governance and financial.</p> <p>h) Regional ICT profile - assessment of the state of Information, Communication and, Technology infrastructure across the region including the level of access to ICT by communities, municipalities, other government institutions, private sector. ICT requirements.</p> <p>i) Regional Human Settlements profile - assessment of settlement patterns, dwelling types, housing backlog, housing needs and proposed future housing projects/developments.</p> <p>j) Regional Social Infrastructure profile - assessment of healthcare, education (schools and universities) and public facilities (community centres, police stations and prisons).</p> <p>2. Regional Synthesis with spatial information and data (maps)</p> <p>a) Comprehensive multi-sectoral information generated in the Regional Situational Analysis</p> <p>b) Key findings and synthesis highlighting major spatial and infrastructural elements identified, development constraints and issues to be addressed, and development opportunities.</p>

PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
			<p>Consolidated and comprehensive Eastern Seaboard Regional Situational Analysis and Synthesis Report</p> <p>3. Progress on ESRSDF Components:</p> <ul style="list-style-type: none"> a) ESRSDF website & Spatial Information System (spatial plans and maps) b) Marketing & branding strategy c) Monitoring and Evaluation Plan <p>4. Stakeholder Engagement Presentation of Regional Situational Analysis and Synthesis Report and other Plans to relevant structures and stakeholders</p>
<p>PHASE 4:</p> <p>DRAFT EASTERN SEABOARD RSDF SPATIAL PROPOSALS AND IMPLEMENTATION FRAMEWORK</p>	<ul style="list-style-type: none"> 1) Meeting with the Project Management Team 2) Meeting with the JAF, NPSC & PPSC, Workstreams, relevant Provincial and Municipal structures (e.g., DDM Technical Committees) 	<p>1) DRAFT EASTERN SEABOARD RSDF</p> <ul style="list-style-type: none"> - ESRSDF Spatial Proposals - Implementation Framework Report - Spatial Information System - Monitoring and Evaluation Report - Marketing and branding material - Stakeholder Engagement and Skills Transfer Report 	<p>1. Draft RSDF Spatial Proposals</p> <ul style="list-style-type: none"> a) Final African smart city vision, spatial objectives and development concept for the ESRSDF. b) Transition from spatial narrative and trends (summary of situational analysis and synthesis) to spatial proposals, strategies and interventions. c) Regional spatial policy framework and policy reforms. d) Spatial targeting (development nodes and anchors) and proposals. e) Spatial maps, spatial layout design <p>2. Implementation Framework</p> <ul style="list-style-type: none"> a) Draft Capital Expenditure Framework b) Identification of catalytic (anchor) projects and investment opportunities inclusive of the identification of spatial targets. c) Institutional and financial arrangements d) Implementation Plan <p>3. M & E: Target Alignment & Monitoring process set up</p>

PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
			<p>a) Establish clear, realistic, relevant and measurable indicators and targets according to the spatial strategies</p> <p>b) Set up a monitoring and evaluation process that will ensure for the future evaluation and monitoring of the RSDF based on the established targets.</p> <p>4. Marketing and Branding Strategy completed</p> <p>a) Marketing strategy developed & branding designed and finalised</p> <p>5. Skills Transfer Plan developed</p> <p>6. ESRSDf Website & Spatial Information System designed</p> <p>7. Stakeholder Engagement Presentation of Draft Eastern Seaboard RSDF Spatial Proposals and Implementation Framework and other components to relevant structures and stakeholders</p>
<p>PHASE 5:</p> <p>PUBLIC PARTICIPATION AND 2nd DRAFT ESRSDf</p>	<p>1) Advertisement/ Commenting period 60 days</p> <p>2) Public Participation</p> <p>3) Consultations</p> <p>4) Meeting with the Project Management Team</p> <p>5) Meeting with the JAF, NPSC & PPSC, Workstreams,</p>	<p>1) PUBLIC PARTICIPATION REPORT</p> <p>2) 2nd DRAFT ESRSDf - Updated Spatial Information System - M & E Report - Marketing & branding material</p> <p>Stakeholder Engagement</p> <p>Skill Transfer Report</p>	<p>1. Public Participation</p> <p>a) Workshops and engagements in accordance with the Stakeholder Engagement Plan</p> <p>b) Final Consultation with Bilateral of Sector Departments to refine Phases and Projects</p> <p>c) Consultations with Local and District Municipalities Update Implementation Plan</p> <p>d) Analysis and incorporation of all comments.</p> <p>e) Updated Spatial Information System</p> <p>f) Give notice of draft ESRSDf in relevant Gazette</p> <p>g) Advertising of the draft ESRSDf in relevant public media platforms for public comments</p> <p>2. Revised draft ESRSDf with Implementation Framework</p> <p>3. Implement Marketing and branding Strategy</p>

PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
	<p>relevant Provincial and Municipal structures (e.g., DDM Technical Committees & Command Councils, Traditional Leaders)</p>		<p>4. Completed ESRSDF Website & Spatial Information System 5. Implementation of Skills Transfer Plan 6. Stakeholder Engagement Presentation of 2nd draft Eastern Seaboard RSDF and other components to relevant structures and stakeholders</p>
<p>PHASE 6: ESRSDF FINALISATION AND APPROVAL</p>	<p>1) Meeting with the Project Management Team 2) Meeting with the JAF, NPSC & PPSC, Workstreams, Provincial and Municipal structures (e.g., DDM Technical Committees & Command Councils, etc)</p>	<p>1. FINAL REGIONAL SPATIAL DEVELOPMENT FRAMEWORK</p> <ul style="list-style-type: none"> - Executive Summary - Eastern Seaboard Regional Spatial Development Framework - Implementation Framework - Monitoring & Evaluation Framework - Website & Spatial Information System - Presentations, marketing & branding material - Final Stakeholder Engagement Report - Skills Transfer Report 	<p>1. Final Eastern Seaboard Regional Spatial Development Framework</p> <ul style="list-style-type: none"> a) ESRSDF and Implementation Framework b) Executive Summary c) Website with Spatial Information System, all studies and information on the ESRSDF d) Marketing & branding material e) Packaging of ESRSDF products for identified Stakeholders <p>Presentation and endorsement of the Final ESRSDF by National & Provincial PSC, and other relevant structures.</p> <p>2. Preparation of documents for approval and promulgation</p> <ul style="list-style-type: none"> a) Final ESRSDF to be approved by Minister of Cooperative Governance and Traditional Affairs b) Submission of final Eastern Seaboard RSDF to Minister of National Department of Agriculture, Land Reform and Rural Development for promulgation in National Gazette

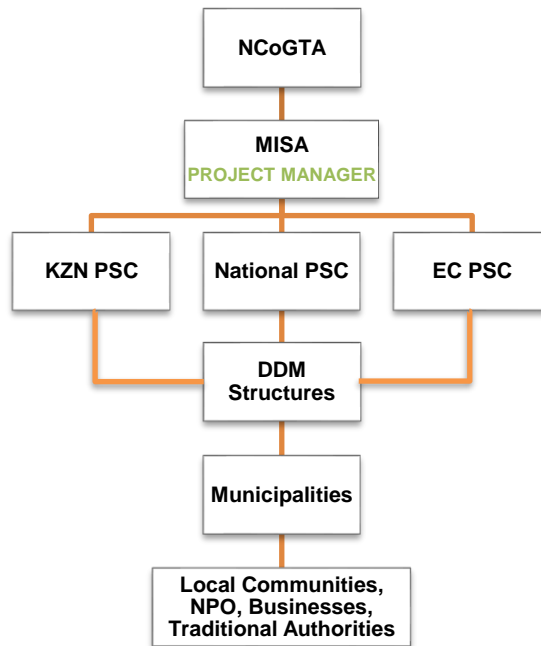
PHASE	STAKEHOLDER ENGAGEMENT	DELIVERABLE	ACTIONS
		Preparation of all documents for approval and publication in National Gazette Submission of all ESRDF documents 2. CONTRACT CLOSEOUT REPORT	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE EASTERN SEABOARD REGIONAL SPATIAL DEVELOPMENT FRAMEWORK (ESRSDF) WITHIN A PERIOD OF SIXTEEN (16) MONTHS.

C3.5 PROJECT MANAGEMENT

The project will be managed by the MISA supported by the COGTA, the Eastern Seaboard National Project Steering Committee (NPSC) and KwaZulu Natal and Eastern Cape and Provincial Project Steering Committee (PPSCs).

Project management Structure:



The Project Management Structure is broken down below – the following stakeholders will participate in this project:

Stakeholder / Participant	Role	RACI classification
Project Custodian - National COGTA	<ul style="list-style-type: none"> Minister of COGTA overall project custodian Consultation with Minister of DALRRD for SPLUMA compliance Support in the declaration of the Eastern Seaboard as Region Support the ESRSDF development Approve and submit final ESRSDF to Minister of DALRRD for promulgation in National Gazette 	Accountable
Project Manager - MISA	<ul style="list-style-type: none"> Provide overall Project Management. Budget control Review/approve all project elements and reports. Reports progress at certain strategic platforms as required Stakeholder management National Project Steering Committee and Provincial Structures established Provides project direction (service providers, affected stakeholders, beneficiaries, etc.). Review and approve all reports produced in the Phases of the development of the Eastern Seaboard RSDf 	Responsible

Stakeholder / Participant	Role	RACI classification
	<ul style="list-style-type: none"> Support in the development of the communication plan Stakeholder consultation arrangements Approval of schedule and budget before approaching the relevant affected parties. Monitor and direct project progress by the programme plan/schedule. Stakeholder capacity building 	
National Project Steering Committee and Provincial Structures	<ul style="list-style-type: none"> Provide technical support to the project Direct/lead Advise on all matters related to project objectives and outcomes. Support development of the ESRSDF Ensure the participate of relevant stakeholders 	
SALGA	<ul style="list-style-type: none"> Participate the National Project Steering Committee and Provincial Structures 	Consulted
Traditional Authorities	<ul style="list-style-type: none"> Consulted through Traditional Authority structures Consulted through the DDM Structures Stakeholder consultations and capacity 	Consulted
Relevant National and Provincial Sector Departments and State Owned Entities	<ul style="list-style-type: none"> Participate in National Project Steering Committee and Provincial Structures and Workstreams Provide technical support Provide the required information Participate in the Project Steering Committee and specific consultation with the relevant branches in the Departments and entities 	Consulted
Asset Owners/Municipalities	<ul style="list-style-type: none"> Participate in DDM Structure Provide enabling environment for engagements on all aspects and phases during the development of the Master Plan Provide all required information Participate in consultations and capacity building workshops 	Consulted
Service Providers/Tenders	<ul style="list-style-type: none"> Develop the Eastern Seaboard RSDF Ensure stakeholder consultations Capacity building of relevant stakeholders Meet all requirements and deliverables 	Responsible
Communities	<ul style="list-style-type: none"> Consulted through Municipal structures or forums Consulted during the 60 days public participation process Beneficiaries of improved spatial planning and infrastructure development and investment. Participate in public participation processes 	Consulted Informed

C3.5.1 INFORMATION TO BE PROVIDED BY THE EMPLOYER

The employer will supply the following information:

- Liaising and contact numbers for the stakeholders of this project, including MISA staff and relevant National and Provincial officials through which the preparation work and implementation must be facilitated.
- Contact details and general information of the relevant officials from National and Provincial Departments, District and Local Municipalities.

- Background information regarding the project and strategic purpose of this work.

The employer's task team will facilitate engagements and represent the Programme Manager where necessary.

C3.6 LOGISTICS AND SCHEDULES OF THE ASSIGNMENT

C3.6.1 LOCATION WHERE THE SERVICES ARE REQUIRED

1. The development of the Eastern Seaboard Regional Spatial Development Framework (ESRSDF) will include two (2) provinces, the Eastern Cape and KwaZulu-Natal, four (4) District Municipalities namely, (i) Harry Gwala, (ii) Ugu (iii) Alfred Nzo and (iv) OR Tambo and 17 Local Municipalities provided below.

HARRY GWALA DISTRICT MUNICIPALITY (KZN)	UGU DISTRICT MUNICIPALITY (KZN)	OR TAMBO DISTRICT MUNICIPALITY (EC)	ALFRED NZO DISTRICT MUNICIPALITY (EC)
Dr. Nkosazana-Dlamini Zuma LM	Ray Nkonyeni LM	Ngquza Hills LM	Matatiele LM
Greater Kokstad LM	Umdoni LM	Port St Johns LM	Umzimbuvu LM
Ubuhlebezwe LM	Umzumbe LM	Nyandeni LM	Winnie Madikizela-Mandela LM
Umzimkhulu LM	Umuziwabantu LM	Mhlontlo LM	Ntabankulu LM
		King Sabatha Dalindyebo LM	

C3.6.2 TIME FRAME

MISA expects the project to be completed within **16 months** from the date of acceptance of award. Proposal for early completion of project would be appreciated. The Service Provider has to propose the implementation schedule and cost together with cash flow projection accordingly.

C3.6.3 LOGISTIC SUPPORT

All logistics including travelling and subsistence should be included in the PSP cost estimates.

C3.7 REPORTS

The following main reports need to be generated by the Service Provider in the agreed format.

PHASES	% PAYABLE	TIME FRAMES	DELIVERABLES
PHASE 1: INCEPTION	5%	1 month	SIGNED CONTRACT AND ACCEPTED INCEPTION REPORT

PHASE 2: STATUS QUO RESEARCH REPORT	10%	2 months	STATUS QUO RESEARCH REPORT
PHASE 3: REGIONAL SITUATIONAL ANALYSIS AND SYNTHESIS REPORT	10%	2 months	REGIONAL SITUATIONAL ANALYSIS AND SYNTHESIS REPORT
PHASE 4: DRAFT ERSDF SPATIAL PROPOSALS AND IMPLEMENTATION FRAMEWORK	25%	3 months	DRAFT EASTERN SEABOARD RSDF AND IMPLEMENTATION FRAMEWORK
PHASE 5: PUBLIC PARTICIPATION AND 2ND DRAFT ERSDF	30%	4 months	PUBLIC PARTICIPATION REPORT SECOND DRAFT ERSDF
PHASE 6: ERSDF FINALISATION AND APPROVAL	20%	4 months	FINAL REGIONAL SPATIAL DEVELOPMENT FRAMEWORK AND CONTRACT CLOSEOUT REPORT
Total	100%	16 months	

1. Format of reports and submissions:

All reports, documents, systems and material outlined in Table 1: Phases, Stakeholder Engagements, Deliverables and Actions and the PIP must be submitted by the Service Provider.

1. Submissions should be in the form of both hard and electronic versions of the ERSDF.
2. The Eastern Seaboard RSDF website will consist of the following:
 - a. Electronic version of the ERSDF
 - b. Spatial Information System
 - c. All project reports, documents, spatial plans and layout design information
3. The final document must be accompanied by all maps in an ArcGIS map package format, as well as electronic image files (e.g. JPEG, GIF) including geodatabases containing all the spatial datasets and shapefiles. Metadata must be provided for all derivative data sets according to the applicable metadata standards of the Republic as published by the Committee for Spatial Information (CSI).
4. Required copies of the ERSDF document for consultation purposes shall be prepared by the service provider. The copies shall be distributed a week prior to meetings as per approved stakeholder engagement plan.
5. Stakeholder engagements must be recorded via agenda, minutes, signed attendance registers and photos for physical meetings and electronic virtual meetings will be recorded on the relevant system with agenda and minutes and list of attendees.
6. All presentations made during the period inclusive of a comprehensive final presentation must be submitted in electronic format (MS PowerPoint)
7. All Marketing and branding material (e.g., brochures, banners, posters etc) to be submitted in hardcopies and softcopies and placed on the website. All artwork in the format designed as well as CorelDraw (or related system) must be supplied to MISA.

8. Copies of the Final RSDF and write ups for inclusion in the SDFs to be distributed to the stakeholders and final deliverables to be handed over to MISA. Proof of submission to relevant stakeholders.

2. Reporting to MISA Project Manager

1. Weekly progress reports during the first month indicating progress on achievements and identified challenges requiring urgent attention.
2. Stakeholder engagement reports to be submitted in each Phase.
3. Monthly progress reports on the 25th day of each month.
4. Contract Closeout report to be submitted at least 2 weeks prior to the contract end date.

C3.8 CONTRACT AND PROJECT IMPLEMENTATION PLAN

The contract will be based on NEC 3 (April 2013) Professional Services Contract (PSC). The contract shall be signed by all parties within 4 weeks of after appointment of the service provider. Prior to signing of the contract, the Service provider has to prepare and submit for approval by MISA using the prescribed template. The PIP will form part of the contract.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE EASTERN SEABOARD REGIONAL SPATIAL DEVELOPMENT FRAMEWORK (ESRSDF) WITHIN A PERIOD OF SIXTEEN (16) MONTHS.

ANNEXURE A: BREAKDOWN OF COSTS OF QUOTED PRICE FOR WORKING OUT BID COMPARATIVE PRICE < TEMPLATE TO BE USED >

A. Assumptions

Number of working hours per day = 8 hours;

Number of working days per year = 230 days; and

Full Time Equivalent (FTE) over 16 months = 306 days.

B. Summary of Person days and FTE over 16 months and Total cost per person

Position Name of Resources in the proposed project Team	Hourly Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Daily Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Total Person days over 16 months	FTE over 16 months <i>(in number of person)</i>	Total cost per person (Rand)
Team Leader: Professional Town and Regional Planner					
Professional Town and Regional Planner					
Infrastructure Specialist (Civil Engineer)					
Economist					
Environmental Specialist					
Geographic Information Systems Specialist					

Position Name of Resources in the proposed project Team	Hourly Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Daily Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Total Person days over 16 months	FTE over 16 months <i>(in number of person)</i>	Total cost per person (Rand)
Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
Total					
VAT @ 15%					
Grand Total					

C. Cost details for deliverables and Activities (TEMPLATE TO BE USED)

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 16 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 1: PROJECT INITIATION: SIGNED CONTRACT AND ACCEPTED INCEPTION REPORT						
ACTIVITY __:	Team Leader: Professional Town and Regional Planner					
	Professional Town and Regional Planner					
	Economist					
	Infrastructure Specialist (Civil Engineer)					
	Environmental Specialist					
	Geographic Information Systems Specialist					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 1 TOTAL						
Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 16 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)

DELIVERABLE 2: STATUS QUO RESEARCH REPORT								
ACTIVITY __:	Team Leader: Professional Town and Regional Planner							
	Professional Town and Regional Planner							
	Economist							
	Infrastructure Specialist (Civil Engineer)							
	Environmental Specialist							
	Geographic Information Systems Specialist							
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)							
DELIVERABLE 2 TOTAL								
Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 16 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)		
DELIVERABLE 3: REGIONAL SITUATIONAL ANALYSIS AND SYNTHESIS REPORT								
ACTIVITY __:	Team Leader: Professional Town and Regional Planner							

	Professional Town and Regional Planner					
	Economist					
	Infrastructure Specialist (Civil Engineer)					
	Environmental Specialist					
	Geographic Information Systems Specialist					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 3 TOTAL						
Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 16 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 4: DRAFT EASTERN SEABOARD RSDF AND IMPLEMENTATION FRAMEWORK						
ACTIVITY ___:	Team Leader: Professional Town and Regional Planner					
	Professional Town and Regional Planner					
	Economist					
	Infrastructure Specialist (Civil Engineer)					

	Environmental Specialist					
	Geographic Information Systems Specialist					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 4 TOTAL						
Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 16 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 5: PUBLIC PARTICIPATION REPORT & 2nd DRAFT ESRSDF						
ACTIVITY ___:	Team Leader: Professional Town and Regional Planner					
	Professional Town and Regional Planner					
	Economist					
	Infrastructure Specialist (Civil Engineer)					
	Environmental Specialist					
	Geographic Information Systems Specialist					

	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 5 TOTAL						
Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 16 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 6: FINAL REGIONAL SPATIAL DEVELOPMENT FRAMEWORK AND CONTRACT CLOSEOUT REPORT						
ACTIVITY __:	Team Leader: Professional Town and Regional Planner					
	Professional Town and Regional Planner					
	Economist					
	Infrastructure Specialist (Civil Engineer)					
	Environmental Specialist					
	Geographic Information Systems Specialist					

	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 6 TOTAL						
DELIVERABLES TOTAL {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 6)}						
REIMBURSABLE TOTAL						
TOTAL COST						
VAT @ 15%						
GRAND TOTAL INCLUSIVE OF VAT						