

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP010/2024
COMPULSORY BRIEFING SESSION DETAILS:	<p>08 February 2024 at 10:00am</p> <p><b>Microsoft Teams meeting</b></p> <p>Join on your computer, mobile app or room device</p> <p><a href="#">Click here to join the meeting</a></p> <p>Meeting ID: 333 250 010 143</p> <p>Passcode: URmczp</p> <p><a href="#">Download Teams</a>   <a href="#">Join on the web</a></p>
CLOSING DATE:	20 February 2024
CLOSING TIME:	23H55
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF A MUNICIPAL-WIDE SPATIAL DEVELOPMENT FRAMEWORK (SDF), LONG TERM FINANCIAL PLAN (LTFP) AND CAPITAL EXPENDITURE FRAMEWORK (CEF) FOR THE MATZIKAMA LOCAL MUNICIPALITY
BID DOCUMENTS DELIVERY ADDRESS:	<p>1. ELECTRONIC SUBMISSIONS</p> <p><b><u>INSTRUCTIONS:</u></b></p> <p>➤ Bidders are required to issue Tender Submission Link requests and all other enquiries to <a href="mailto:tumim@dbsa.org">tumim@dbsa.org</a> ONLY;</p>

	<p>➤ <b>No</b> – Tender Submission Link requests will be accepted after <b>16h00 on the 14 February 2024</b>. Any requests after the stipulated date and time will be disregarded.</p> <p>➤ Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.</p> <p><b>NB: Electronic submission is encouraged for all bidder's interest in this tender bid.</b></p> <p><b>Closing date 20 February 2024 before 23:55. All bids must be in on the 20 February 2024.</b></p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33  
Email : [dbsa@whistleblowing.co.za](mailto:dbsa@whistleblowing.co.za)  
Free Post : Free Post KZN 665 | Musgrave | 4062  
SMS : 33490

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**PART A**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)**

**BID NUMBER: RFP010/2024**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF A MUNICIPAL-WIDE SPATIAL DEVELOPMENT FRAMEWORK (SDF), LONG TERM FINANCIAL PLAN (LTFP) AND CAPITAL EXPENDITURE FRAMEWORK (CEF) FOR THE MATZIKAMA LOCAL MUNICIPALITY**

**COMPULSORY BRIEFING: 08 February 2024**

**LINK REQUESTS: No** – Tender Submission Link requests will be accepted after **16h00 on the 14 February 2024**. Any requests after the stipulated date and time will be disregarded.

**CLOSING DATE: 20 February 2024**

**CLOSING TIME: 23H55**

**The successful Bidder will be required to conclude a service level agreement with the DBSA**

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

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.**

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

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>				
<b>POSTAL ADDRESS:</b>				
<b>STREET ADDRESS:</b>				
<b>CONTACT PERSON (FULL NAME):</b>				
<b>EMAIL ADDRESS:</b>				
<b>TELEPHONE NUMBER:</b>				
<b>FAX NUMBER:</b>				
<b>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?</b>	<b>YES</b>		<b>NO</b>	
<b>[TICK APPLICABLE BOX]</b>				

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]			
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]			
1..1.3	SIGNATURE OF BIDDER	.....			
1..1.4	DATE				
1..1.5	FULL NAME OF AUTHORISED REPRESENTATIVE				
1..1.6	CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
IF YES, WHO ISSUED THE CERTIFICATE?					
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]		YES		NO	
CSD REGISTRATION NUMBER					
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS					

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY (ONE DRIVE LINK) BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p>

- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐
- YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES
- ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐
- YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐
- YES ☐ NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

**PART C**

**CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS**

**Please adhere to the following instructions**

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

**NB:** Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

**YES      NO**

☐☐



One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation Folder 2 - Price / Financial Proposal – **Electronic submission**

☐☐

**Part A:** Invitation to Bid

☐☐

**Part B:** Terms and Conditions of Bidding

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**Part C:** Checklist of Compulsory Returnable Schedules and Documents

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**Part D:** Conditions of Tendering and Undertakings by Bidders

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**Part E:** Specifications/Terms of Reference and Project Brief

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**Annexure A:** Price Proposal Requirement

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**Annexure B:** Terms of Reference for a Capital Expenditure Framework for Matzikama Municipality

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**Annexure C:** Terms of Reference for a Long-Term Financial Plan (LTFP) for Matzikama Municipality

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**Annexure D:** SBD4 Declaration of Interest

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**Annexure E:** SBD6.1 and B-BBEE status level certificate

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**Annexure F:** SBD8: Declaration of Bidder’s Past Supply Chain Practices – N/A

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**Annexure G:** SBD9: Certificate of Independent Bid Determination – N/A

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure H:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation. |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure I:</b> Certified copies of latest share certificates, in case of a company.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure J: (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure K:</b> Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure L:</b> General Condition of Contract   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure M:</b> CSD Tax Compliance Status and Registration Requirements Report  |

## PART D

### CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

#### 1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.

- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.1.2 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.1.4.3 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal or RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## **2. INTERPRETATIONS**

In this RFP, unless expressly provided otherwise a reference to:

- 2.1 "includes" or "including" means includes or including without limitation; and
- 2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

## **3. TENDER TECHNICAL AND GENERAL QUERIES**

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: [tumim@dbsa.org](mailto:tumim@dbsa.org)

No questions will be answered telephonically.

#### 4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	27 January 2024
RFP document available	27 January 2024
Compulsory briefing session	08 February 2024 at 10:00am
Closing date for tender enquiries	14 February 2024
<b>Link requests</b>	14 February 2024 by 16h00
<b>Closing date and time</b>	20 February 2024 at 23h55
Intended completion of evaluation of tenders	08 March 2024
Intended formal notification of successful Bidder(s)	12 March 2024
Signing of Service Level Agreement	22 March 2024
Effective date	01 April 2024

#### 5. SUBMISSION OF TENDERS

##### **Instructions:**

- Bidders are required to issue Tender Submission Link requests and all other enquiries to [TumiM@dbsa.org](mailto:TumiM@dbsa.org) **ONLY**.
- **No** – Tender Submission Link requests will be accepted after **16h00 on the 14<sup>th</sup> of February 2024**. Any requests after the stipulated date and time will be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

**NB: No Physical submission will be accepted for this bid. Bidders must ensure that they follow the instructions for the electronic submission.**

#### 6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:

- 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
- 6.4.2 the Tendering Process; and
- 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

## **7. STATUS OF REQUEST FOR PROPOSAL**

- 7.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

## **8. ACCURACY OF REQUEST FOR PROPOSAL**

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 8.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

## **9. ADDITIONS AND AMENDMENTS TO THE RFP**

- 9.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

## **10. REPRESENTATIONS**

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered into between the DBSA and the successful Bidder.

## **11. CONFIDENTIALITY**

- 11.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

## **12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

- 12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to [tumim@dbsa.org](mailto:tumim@dbsa.org)
- 12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 12.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

## **13. UNAUTHORISED COMMUNICATIONS**

- 13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

#### **14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

- 14.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 14.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 14.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

#### **15. ANTI-COMPETITIVE CONDUCT**

- 15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1 the preparation or lodgement of their Bid
  - 15.1.2 the evaluation and clarification of their Bid; and
  - 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

#### **16. COMPLAINTS ABOUT THE TENDERING PROCESS**

- 16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, ([tumim@dbsa.org](mailto:tumim@dbsa.org))
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
  - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
  - 16.2.3 any relevant background information; and
  - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.



## **17. CONFLICT OF INTEREST**

- 17.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

## **18. LATE BIDS**

- 18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

## **19. BIDDER'S RESPONSIBILITIES**

- 19.1 Bidders are responsible for:
- 19.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
  - 19.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
  - 19.1.3 ensuring that their Bids are accurate and complete;

- 19.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
  - 19.1.5 ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
  - 19.1.6 submitting all Compulsory Documents.
- 19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 19.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 19.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

## **20. PREPARATION OF BIDS**

- 20.1 Bidders must ensure that:
- 20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
  - 20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

## **21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 21.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

## **22. OBLIGATION TO NOTIFY ERRORS**

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

## **23. RESPONSIBILITY FOR BIDDING COSTS**

- 23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
  - 23.2.1 the Bidder is not engaged to perform under any contract; or
  - 23.2.2 the DBSA exercises any right under this RFP or at law.

## **24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION**

- 24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
  - 24.1.1 as required by law;
  - 24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
  - 24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **25. USE OF BIDS**

- 25.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 25.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

**26. BID ACCEPTANCE**

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

**27. EVALUATION PROCESS**

27.1 The Bids will be evaluated and adjudicated as follows:

**27.1.1 First Stage – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

**Stage 1: Responsiveness**

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

- A.** Tenderers who do not adhere to those criteria listed as PRE-QUALIFIER, will be **disqualified immediately**:

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage folders (Folder 1 – Prequalifiers & Functionality Proposal & Folder 2 - Price Proposal)	Pre-Qualifier	Y
2	Proof of Registration with a recognized professional body/ institution, <ul style="list-style-type: none"> <li>• Project lead - SACPLAN as a Professional Town and Regional Planner/Urban and Regional Planner</li> <li>• Civil Engineer – ECSA, PrEng or Pr Tech Eng</li> <li>• Environmentalist – SACNASP, Natural Scientist</li> </ul>	Pre-Qualifier	Y

	<ul style="list-style-type: none"> <li>GIS Specialist – SAGC, Professional GISc Practitioner or PrGISc with South African Council of Professional and Technical Surveyors (PLATO</li> </ul>		
3	Attendance registers for Compulsory Briefing session.	Pre-Qualifier	Y

**B.** Tenderers who do not adhere to the response time indicated for clarification inquiries by the Employer will be deemed non-responsive and not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
2	Standard conditions of tender as required.	48 hours	Y
3	Returnable documents completed and signed.	48 hours	Y
5	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification:  N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	7 working days	Y

Only those Bidders which satisfy all of the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the Pre-Qualifying Criteria will not be evaluated further.

#### 27.1.2 **Qualification: Pre-Qualifying Criteria**

Only those Bidders which satisfy all of the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the Pre-Qualifying Criteria will not be evaluated further. Please refer to the table above

**Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender. Please refer to the table above**

#### 27.1.3 **Second Stage – Eligibility criteria**

Bidders will be assessed on the eligibility criteria set out in this RFP (**refer to Part E**). Only those Bidders which comply with the eligibility criteria will proceed to the next stage.

**NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.**

27.1.4 **Third Stage – price and preferential points**

27.1.4.1 Those Bidders which have passed the first and second stages of the tender process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

27.1.4.2 The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

27.1.4.3 Price and Preferential Points Assessment

- The third stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

- **Price points**

The following formula will be used to calculate the points for price:

$$Ps = 80(1-(Pt-Pmin)/Pmin)$$

Where:

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

- **Preferential procurement points**

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18

3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

- **Total**

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

## 28. Risk Analysis and Objective Criteria

**(This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are)**

The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The objective criteria that the DBSA may apply in this bid process includes:

- Any bidder that has a **cumulative order book totaling three (3) Awards with outstanding value**, will be excluded from the selection.
- Where a bidder has three (3) active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included in the selection.
- Where a bidder has three (3) active Awards with an outstanding value and at least one of the projects has stalled for a period of six (6) months or more, or the client has placed the project on hold indefinitely, the bidder may be included in the

selection.

- iv. The DBSA has the discretion to apply an objective criterion.
- v. The DBSA reserves the right to disqualify a tenderer with unrealistic price offers.
- vi. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- vii. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- viii. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- ix. Tenderer is required to price the whole Pricing document for the project and non-adherence is noncompliance, resulting in disqualification.

## **29. Due Diligence**

DBSA shall perform a due diligence exercise on the preferred bidder to determine its riskprofile. The due diligence exercise may take the following factors into account inter alia.

### **a. Judgements and criminal convictions**

DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.

### **b. Pending litigation/liquidation/business rescue (distinct from Working Capital)**

DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

### **c. Performance**

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

### **d. Reputational harm**

If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

### **e. Restricted/Blacklisted**

Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

### **f. Vetting**



The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.

- g.** PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to

- a. Financial stability of the bidder based on key ratio analysis ;
- b. Efficiency ;
- c. Profitability ;
- d. Financial Risk;
- e. Liquidity ;
- f. Acid Test ;
- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk

- x. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- xi. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

- 30.** Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

### **31. STATUS OF BID**

- 31.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

- 31.2 A Bid must not be conditional on:

- 31.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

- 31.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
- 31.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
- 31.2.4 the Bidder obtaining the consent or approval of any third party; or
- 31.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

- 31.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 31.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

## **32. CLARIFICATION OF BIDS**

- 32.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 32.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

## **33. DISCUSSION WITH BIDDERS**

- 33.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 33.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 33.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 33.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
  - 33.4.1 conduct a site visit, if applicable;
  - 33.4.2 provide references or additional information; and/or
  - 33.4.3 make themselves available for panel interviews.

## **34. SUCCESSFUL BIDS**

- 34.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 34.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

- 34.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

### **35. NO OBLIGATION TO ENTER INTO CONTRACT**

- 35.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 35.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

### **36. BIDDER WARRANTIES**

- 36.1 By submitting a Bid, a Bidder warrants that:
- 36.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
  - 36.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
  - 36.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
  - 36.1.4 it accepts and will comply with the terms set out in this RFP; and
  - 36.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

### **37. DBSA'S RIGHTS**

- 37.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 37.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
  - 37.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
  - 37.1.3 vary or extend any time or date specified in this RFP
  - 37.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
  - 37.1.5 require additional information or clarification from any Bidder or any other person;

- 37.1.6 provide additional information or clarification;
- 37.1.7 negotiate with any one or more Bidder;
- 37.1.8 call for new Bid;
- 37.1.9 reject any Bid received after the Closing Time; or
- 37.1.10 reject any Bid that does not comply with the requirements of this RFP.

**38. GOVERNING LAWS**

- 38.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 38.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 38.3 All Bids must be completed using the English language and all costing must be in South African Rand.

**39. MANDATORY QUESTIONS**

- 39.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

**NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.**

39.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.5

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.10

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.11

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.13

<p>The Bidder should not qualify the proposal with own conditions.</p> <p><b>Caution:</b> If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.14

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

#### 39.1.15

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

#### 39.1.16

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

#### 39.1.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.19

<b>Bidders who make use of subcontractors:</b>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

39.1.20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>



39.1.21

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.22

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.  Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.23

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.24

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.25

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.26

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.27

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.28

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.  This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

39.1.29

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.

39.1.30

<p><b>The following will be grounds for disqualification:</b></p> <ul style="list-style-type: none"> <li>• Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or</li> <li>• The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or</li> <li>• The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or</li> <li>• The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or</li> <li>• Bids received after the stipulated closure time will be immediately disqualified; and/or</li> <li>• Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services.</li> </ul>	<p><b>Comply/Accept</b></p>	<p><b>Do not comply/Do not accept</b></p>

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

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Capacity

---

Are you duly authorized to sign this Bid?

---

Name of Bidder (in block letters)

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Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

.....

Telephone Number:.....FAX number.....

Cell Number: .....

Email Address.....

**PART E**



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE  
COMPILATION OF A MUNICIPAL-WIDE SPATIAL DEVELOPMENT FRAMEWORK (SDF),  
LONG TERM FINANCIAL PLAN (LTFP) AND CAPITAL EXPENDITURE FRAMEWORK  
(CEF) FOR THE MATZIKAMA LOCAL MUNICIPALITY**

## **1. PURPOSE**

The Matzikama Local Municipality seeks to enlist the services of experienced and competent professional service providers to undertake the compilation of the Matzikama Spatial Development Framework (MSDF), a Long-Term Financial Plan (LTFP) and a Capital Expenditure Framework (CEF). A Spatial Development Framework (SDF) is the 20-year development plan for a municipality and is a core component of the municipality's 5-year Integrated Development Plan (IDP) as per Section 26 (e) of the Local Government: Municipal Systems Act, No. 32 of 2000 (the "MSA"). The SDF must be reviewed every 5 years in order to align with the IDP, relevant national and provincial policies and local municipal SDF's. The SDF is to be updated to be in alignment with the Provincial Spatial Development Framework for the Western Cape Province (PSDF 2014), taking the Western Cape on a path towards inclusivity, competitiveness and opportunities in urban and rural space-economies with better protection of spatial assets (e.g. cultural and scenic landscapes) and strengthened resilience of natural and built environments, as well as improved effectiveness in governance. The SDF should also consider the National Spatial Development Framework (NSDF 2022) by the Department of Agriculture Land Reform and Rural Development (DALR &RD) .

## **2. INTRODUCTION**

The Western Cape Province is confronted with the reality of persistent inequalities; the need for spatial restructuring and urban integration, while our life-supporting ecosystems are deteriorating at an alarming rate. There is an urgent need to change the way we do things so that we can make the notions of "shared growth" and "integrated" and "sustainable development" a reality. This necessitates the review and updating of the Matzikama Municipal SDF. The SDF needs to align with legislation, new information, trends, as well the SDF's of the District and surrounding local municipalities in the West Coast region.

The Development Bank of Southern Africa (DBSA) is one of Africa's leading Development Finance Institutions (DFIs) in infrastructure financing, planning, project preparation and

institutional development for municipal infrastructure. Owned by the Government of South Africa, the DBSA seeks to support the shareholder's social and economic development imperatives partnering with both the public and the private sectors.

In responding to the shareholder's imperatives, the DBSA is positioned to provide dedicated support to municipalities through the Local Government Support Unit (LGSU) under the Coverage Division which facilitates an integrated delivery approach that includes lending and non-lending services and products offered by the Project Preparation Division, Transacting Division, Infrastructure Delivery Division, Innovation Unit, Investment Support Unit and the Research Unit. In each of these areas there are dedicated skills focused on built environment and infrastructure development supported by the Local Government Support Unit in extending non-lending capacity development including spatial restructuring, revenue enhancement, asset care, project and contract management, and technical advisory support.

As part of the Development Bank of Southern Africa's (DBSA) legislative mandate/strategic intent to assist municipalities to have spatially targeted budgets and create sustainable communities where people live, work, play and worship, the DBSA together with Matzikama Local Municipality (MLM) have entered into a partnership to formulate a municipal-wide SDF, LTFP and CEF as the municipality wants to incorporate certain issues studies, project plans and guidelines that were also identified in the 2014 approved MSDF, that were identified as part of the recently reviewed West Coast DM's SDF as well as the Capital Expenditure Framework. The compilation of the MLM SDF, LTFP and CEF must be finalized to be incorporated into the next Integrated Development Plan (IDP) that will guide the next term of office of Councillors.

### **3. PROJECT / STUDY AREA DESCRIPTION**

Matzikama Municipality is a category B municipality as described in Section 155(1)(b) of the Constitution of the Republic of South Africa 1996, and one of the five (5) local municipalities situated within the West Coast District in the Western Cape Province.

This region is about 300km from Cape Town mainly located within a radius of 100 km (via the roads) from the N7 (Cape Town to Namibia) with a railway line running through the west area (south – north) to stop in Bitterfontein in the north. It is bordered by Northern Cape in the North and East, the Atlantic Ocean in the west and Cederberg Municipality in the South.

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It covers a geographical area of approximately 13 000 km consisting of 18 towns. The municipality is positioned within a well-developed commercial agricultural region and hence, it functions as an important regional rural service centre serving the agricultural vicinity.

Vredendal is the largest town in the area and is also centrally and strategically located, rendering it the logical key administrative, educational and economic centre for the entire municipal area. Other towns and/or villages / settlements includes Bitterfontein, Kliprand, Stofkraal, Molsvlei Put se Kloof, Rietpoort, Nuwerus, Koekenaap, Lutzville, Lutzville-Wes, Ebenhaezer, Papendorp, Olifantsdrif, Nuwestasie, Strandfontein, Doring Bay, Klawer, Vanrhynsdorp and rural areas between the mentioned small towns / villages. Ebenhaezer / Papendorp as well as the Kliprand / Rietpoort and surrounding area is under the Transformation of Certain Rural Areas Act 1994 (Act 4 of 1994) (TRANCAA). The municipality only comprises of eight (8) wards.

The land ownership within MLM can be clustered into:

- Privately owned land;
- Municipal land;
- National and Provincial State-owned land; Telkom and
- Land owned by Community Property Association/s.

Matzikama Municipality has a diversified economy ranging which includes from multipurpose businesses as retail and trade, tourism, farming, industrial (processing), sand, lime and mineral mining, a training centre as well as private, social and state administrative service centres although the area is sparsely populated, and the highest percent of the population lives in the urban areas.

The formal economy in the region is dominated by agriculture (a wide variety included vineyards, vegetables, olives, sheep, wild, etc.) and the mining sector. Latest increase over the last few years with quite a huge amount of prospecting and mining application submitted in the last 12 months.

Matzikama municipal area receive mostly in the winter little or no rain and consist of different unique natural vegetation and environment (mostly challenging to rehabilitate) surrounding the important life-giving sources which include the Gifberg mountains in the east, the Knersvlakte area to the north, the Atlantic Ocean on the west side and the Olifants river running through most of the area in the west and mouth out in the Ocean. A channel system, built many years ago, is the only continuous water source (except rain and ground water) from Bulshoek Dam (situated in Cederberg municipal area) to support domestic use as well as the agricultural and other sectors in the whole region.





Figure 1. National Context



Figure 2: Matzikama Area Layout

#### 4. PROJECT / STUDY OBJECTIVES

The goal of the SDF will be to undertake certain studies and do a *thorough analysis and an* assessment of the study area in order to identify risk areas regarding potential economic, social and environmental constraint, proposed development projects, appropriate land use proposals accompanying infrastructure requirements and compile a detailed implementation and phasing program with related budget.

Details regarding relevant requirements for each phase and the deliverables are found in the former DRDLR Guidelines for the Development of Provincial, Regional and Municipal Spatial Development Framework as well as the guideline for the drafting of a CEF attached herewith as Annexure B and detail specifications for drafting a LTFP as Annexure the already developed “tool” which was undertaken for the Saldanha Bay Municipality should be utilized as a guide for the LTFP for Matzikama.

The main objective of the project is to develop a credible SDF, Long term Financial Plan (LTFP) and Capital Expenditure Framework (CEF) that meets the required standards set by the legislation and a spatial tool that can be implemented to achieve the desired spatial form envisioned for the Matzikama Local Municipality.

Other important objectives include:

4.1 Compliance with the following provisions of the Municipal Systems Act, 2000 (Act 32 of 2000) and the Municipal Planning and Performance Management Regulations (2001) as well as the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014), is mandatory:

- a) Development of a Spatial vision and objective of the IDP and the whole municipality;
- b) Development of a conceptual scenario for envisaged spatial form;
- c) Development of a Micro-spatial Plan for core areas;
- d) Setting out objectives that reflect the desired spatial form of the rural parts of the municipality;
- e) Contain strategies, policies and plans which must
  - i. Analyse the opportunities and constraints
  - ii. Delineate the agricultural land that has high potential
  - iii. Indicate existing and future land use within the municipality
  - iv. Identify existing and future land reform projects
  - v. Address the spatial reconstruction of the location and nature of development within the municipality including desired settlements patterns
- f) Provide strategic guidance in respect of the location and nature of development within the municipality;

- g) Set out a basic framework for the development of the land use management system in the municipality;
- h) Set out a capital investment framework for the municipality's development programmes within a prioritization matrix (Prioritised list of development interventions and spatial locations)
- i) Analysis and clarification of how sector departments will implement the SDF;
- j) Contain a strategic assessment of the environment impact of the SDF;
- k) Identify programmes, interventions and projects for the development of land within the municipality;
- l) Be aligned with the SDFs, of neighbouring municipalities as well as the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014);
- m) Provide a visual representation of the desired spatial form of the municipality which
  - i. Must indicate where public and private land development and infrastructure investments should take place;
  - ii. Must indicate all cross-border issues, challenges and alignment of programmes shared with neighbouring municipalities, provinces and countries;
  - iii. Must indicate desired or undesired utilisation of space;
  - iv. Must delineate the urban edge;
  - v. Must identify areas where strategic intervention is required,
  - vi. Must identify areas where priority spending is required; and
  - vii. Identify existing and proposed nodal areas for the development of infrastructure and social services

4.2 The main objective of the Spatial Development Frameworks in terms of Section 12 (1) of SPLUMA must be to:

- a) Interpret and represent the spatial development vision of the responsible sphere of government and competent authority;
- b) Be informed by a long-term spatial development vision statement and plan;
- c) Represent the integration and trade-off of all relevant sector policies and plans;
- d) Guide planning and development decisions across all sectors of government;
- e) Guide a provincial department or municipality in taking any decision or exercising any discretion in terms of this Act or any other law relating to spatial planning and land use management systems.
- f) Contribute to a coherent, planned approach to spatial development in the national provincial and municipal spheres;
- g) Provide clear and accessible information to the public and private sector and provide direction for investment purposes;

- h) Include areas under traditional leadership, rural areas, informal settlements, slums and land holdings of state-owned enterprises and government agencies and address their inclusion and integration into the spatial, social and environmental objectives of the relevant sphere;
- i) Address historical spatial imbalances in the development;
- j) Identify the long-term risks of particular spatial patterns of growth and development and the policies and strategies necessary to mitigate those risks;
- k) Provide direction for strategic development, infrastructure investment, promote efficient, sustainable and planned investment by all sectors and indicate priority areas for investment in land development;
- l) Promote a rational and predictable land development environment to create trust and stimulate investment;
- m) Take cognizance of any environmental management instrument adopted by the relevant environmental management authority;
- n) Give effect to national legislation and policies on mineral resources and sustainable utilisation and protection of agriculture resources; and
- o) Consider and, where necessary, incorporate the outcomes of substantial public engagement, including direct participation in the process through public meetings, public exhibitions, public debates and discourses in the media and any other forum or mechanisms that promote such direct involvement.

#### 4.3 In terms of Section 21 of SPLUMA the content of Municipal SDF must

- a) Give effect to the development principles and applicable norms and standards set out in Chapter 2;
- b) Include a written and spatial representation of a five-year spatial development plan for the spatial form of the municipality;
- c) Include a longer-term spatial development vision statement for the municipal area which indicates a desired spatial growth and development pattern for the next 10 to 20 years;
- d) Identify current and future significant structuring and restructuring elements of the spatial form of the municipality, including development corridors, activity spines and economic nodes where public and private investment will be prioritised and facilitated;
- e) Include population growth estimates for the next five years;
- f) Include estimates of the demand for housing units across different socio-economic categories and the planned location and density of future housing developments;
- g) Include estimates of economic activity and employment trends and locations in the municipal area for the next five years;
- h) Identify, quantify and provide location requirements of engineering infrastructure and services provision for existing and future development needs for the next five years;

- i) Identify the designated areas where a national or provincial inclusionary housing policy may be applicable;
- j) Include a strategic assessment of the environmental pressure and opportunities within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips, where applicable;
- k) Identify the designation of areas in the municipality where incremental upgrading approaches to development and regulation will be applicable;
- l) Identify the designation of areas in which –
  - More detailed local plans must be developed; and
  - Shortened land use development procedures may be applicable and land use schemes may be so amended;
- m) Provide the spatial expression of the coordination, alignment and integration of sectoral policies of all municipal departments;
- n) Determine a capital expenditure framework for the municipality's development programs, depicted spatially;
- o) Determine the purpose, desired impact and structure of the land use management scheme to apply in that municipal area; and
- p) Include a requirement plan comprising of-
  - Sectoral requirements, including budgets and resources for implementation;
  - Necessary amendments to a land use scheme;
  - Specification of institutional arrangements necessary for implementation;
  - Specification of implementation targets, including dates and monitoring indicators;
  - and

4.4 The proposed Matzikama Local Municipality's Spatial Development Framework must give effect to the development principles as stipulated in Section 7 of SPLUMA

- I. Spatial Justice
- II. Spatial Sustainability
- III. Efficiency
- IV. Spatial Resilience
- V. Good Administration

4.5 The National Development Plan sets the country's strategic direction, Chapter 5 of the NDP focuses on environmental sustainability and resilience through an equitable transition to a low-carbon economy, which will also have implications on the way the spatial planning and development in South Africa is approached. Chapter 6 sets out specific targets and goals towards establishing a more inclusive rural economy through integrated rural

development and Chapter 8, which focuses on the country's spatial planning system, requires that:

- All municipal and provincial SDFs are translated into 'spatial contracts that are binding across national, provincial, district and local governments;
  - The current planning system should 'actively support the development of plans that cross municipal and even provincial boundaries', especially to deal with biodiversity protection, climate-change adaptation, tourism and transportation; and
  - Every municipality should have an 'explicit spatial restructuring strategy' which must include the identification of 'priority precincts for spatial restructuring'.
  - Alignment to National and Provincial, District and Municipal Plans and Policies which including but not limited to, the National Development Plan, National, Provincial and District Spatial Development Framework, Provincial Growth and Development Strategy, District Development Model, District and Municipal IDP, District Growth and development strategy, Provincial Transportation Plan etc.
- 4.6 Give effect to the provincial norms and standards not limited to the list: Spatial Equity Tool, Environmental Climate Change and Cemeteries and Crematoria.
- 4.7 Give guidance to alternative hazard bypass route/s on where they could be allocated without entering the town and recommendations on how to achieve that role.
- 4.8 The SDF to be used as a tool to revive the agriculture sector and have spin offs to the existing agriculture activities.
- 4.9 Give guidance to new networks that will link future economic activities to people and other affected land uses.

## **5. LEGISLATIVE CONTEXT**

5.1 With the enactment of the Spatial Planning and Land Use Management Act (SPLUMA) in 2013, a new planning regime was introduced in South Africa. It replaced disparate apartheid era laws with a coherent legislative system designed to spatially transform the country in its democratic era.

5.2 Chapter 4 of the Spatial Planning and Land Use Management (SPLUMA) Act No 16 of 2013 requires National, Provincial and Local Municipalities to prepare Spatial Development Frameworks (SDFs).

5.3 Section 20 (1) of SPLUMA requires the Municipal Council of a municipality by notice in the Provincial Gazette to adopt a municipal spatial development framework for its municipality.

- 5.4 Section 20 (2) states that the municipal spatial development framework must be prepared as part of a municipality's integrated development plan in accordance with the provisions of the Municipal Systems Act.
- 5.5 Section 26 (e) of the Local Government: Municipal Systems Act, No. 32 of 2000 (MSA) stipulates that all Municipalities are required to compile Spatial Development Frameworks (SDFs) as a core component of their Integrated Development Plans (IDPs).
- 5.6 The Matzikama Local Municipality (MLM) currently have a Spatial Development Framework adopted 2014 which was annually reviewed / ratify. Last ratification was done internally during the 2021/22 financial year. The Municipality therefore requires support for the compilation and adoption of a new SDF.
- 5.7 The former Department of Rural Development and Land Reform (DRDLR) (now the Department of Agriculture Land Reform and Rural Development (DALRRD)) developed a Spatial Development Framework guideline document dated 2017 to assist practitioners and the various spheres of government with the process of preparing a Spatial Development Frameworks.
- 5.8 COGTA develop a Guideline to prepare a CEF which been support by Western Cape Government: Department of Environmental Affairs and Development Planning (see attached as Annexure B).
- 5.9 Western Cape Government: Department of Environmental Affairs and Development Planning prepare detailed specifications to prepare a LTFP in co-operation with National Treasury (see attached as Annexure C).

## **6. PROJECT APPROACH AND SCOPE OF WORK**

### **6.1 Project Approach**

The approach in preparing this SDF must comply with the Municipal Planning and Performance Management Regulations of 2001 and must work towards full compliance with the Spatial Planning Land Use Management Act, 2013 (No. 16 of 2013) (SPLUMA), the MLM's own Planning By-Law and the Western Cape Land Use Management Act, 2014 (No. 3 of 2014) (LUPA). The drafting of this SDF must also adhere to the guidelines for the Development of Spatial Development Frameworks also introduced by the Former Department of Rural Development and Land Reform (now Department Agriculture, Land Reform & Rural Development (DALRRD), DEA&DP and SALGA Spatial Planning

Guidelines which include the following:

#### **a) Desktop Review**

The SDF must align with the national, provincial and municipality's strategic plans, as well as those of neighbouring municipalities and employ these to inform appropriate responses to our local spatial development challenges. Documents to be reviewed to include but not be limited to the following:

- key international policy such as, national spatial development policies and programmes e.g. National Development Plan, Strategic Infrastructure Plans, Integrated Urban Development Framework 2016, National Spatial Development Strategy, Breaking New Ground, Comprehensive Rural Development Programme, Integrated Cities Development Grant, State of the Nation Address indicating National Priorities etc.,
- Western strategic spatial plans including the PSDF 2014, Provincial Growth and Development Strategy (PGDS), development programmes as implemented by different government departments, State of the Province Address indicating provincial priorities; tool kits, guidelines, Social Economic profile studies, etc.,
- Matzikama Local Municipality's IDP, available Sector Plans, guidelines, studies, bylaws, policies, council decisions, etc. which include access to coast, coastal development setback lines and rural development studies
- The IDP's and SDF's and best practices of district, regional and neighbouring municipalities
- Studies and research by neighbouring municipalities, e.g. Greater Saldanha, Karoo Region District SDF, Saldanha & Bergrivier Integrated Transport Plans, etc.
- Research reports and papers dealing with spatial planning and environmental management locally, nationally and internationally.

#### **b) Spatial Planning and Sector Plan Updates and Compilation**

- The SDF must be compiled based on updated spatial planning and sector plans and studies including those proposed in this brief. Addressing these changes within these plans will involve the reviewing and updating of all content to ensure a credible SDF.
- In addition, reference be made to the current and future status, challenges and opportunities arising especially from the rural areas as well as areas under the Transformation of Certain Rural Areas Act 1994 (Act 4 of 1994) (TRANCAA).



- c) ***The use of GIS and Mapping sources available e.g. Water Affairs, Cape Nature, WCG: Department of Environmental Affairs and Development Planning, Agriculture, etc., NGI, Transport, Rail and Road, etc.***

- d) ***Public Participation Process.***

## **7.1 PROJECT GOVERNANCE**

The successful bidder will report to the MLM Project Steering Committee (PSC). The PSC will provide a governance and oversight function.

The Project governance structures will function as follows:

- Chaired by the dedicated MLM Project Manager for the duration of the Project
- Staff representing the MLM and DBSA
- At least one professional from the WCG: DEA&DP Spatial Planning Directorate
- Providing strategic direction to the project and responsible for the high-level decision making on the project scope and budget.
- Monitoring and evaluation of all elements of the project progress.
- Monthly meeting frequency.
- Final approval of changes to any project scope, project execution and or budget.

## **7.2 COMMUNICATION PLAN**

The entire process of SDF, LTFP and CEF formulation will have constant and iterative interaction with MLM stakeholders. The service provider will be required to provide content and help facilitate these sessions. The SDF, LTFP and CEF should be well publicised and adequately capture the collective vision /buy-in of the inhabitants of the municipality

This will entail:

- Creation of an interactive and innovative publicity campaign, including longer term awareness for the SDF;
- Involvement in the initial launch and awareness campaign including stakeholder briefings and inputs into campaign.

### **a) Key Stakeholders**

Stakeholders refer to all parties who need to be advised about the project and/ or participate in its preparation etc., and will include:

- Senior Political Leaders [Municipal/Provincial]/District], Ward Councillors;

- Members of the general public (interested and affected parties);
- CSOs (Civil Society Organizations, including NGO's and CBO's);
- Social Responsibility units of Corporate Organizations;
- Area based interest groups e.g. ward committees, CBO's, conservancies, historical/ cultural groups etc;
- Provincial and National sector departments;
- West Coast District Municipality;
- Municipal service business units/sub-units; and ▪ Funding agents.

## **b) Convening of Public Meetings**

Public meetings will be convened at strategic venues and the times to be agreed upon with the Project Manager. The Project Manager will assist with the booking of venues, placing of notices for meetings, and translation.

The Appointed Service Provider will be responsible for the facilitation of meetings and record keeping which will include:

- Attendance Registers;
- Notes of key decisions and comments made at meetings;
- Visual records (photographs and video [for selected meeting/s

## **8. SCOPE OF WORKS AND KEY DELIVERABLES**

The Project Methodology and Programme comprises of the following Milestones / Phases:

8.1 The following seven critical milestones/phases as stipulated in the Spatial Development Framework Guidelines of the erstwhile Department of Rural Development and Land Reform and COGTA Municipal SDF process guidelines, shall be achieved:

- Phase 1: Start Up
- Phase 2: Policy context and vision directives
- Phase 3: Spatial challenges and opportunities
- Phase 4: Spatial proposals
- Phase 5: Implementation Framework
- Phase 6: Consultation
- Phase 7: Final MSDF
- Phase 8: Close out

- 8.2 Details pertaining to the relevant deliverables for each milestone are contained below, each service provider is expected to consult the SDF guideline document 2017 while preparing the proposals and when executing the project. **The information below is only a guide and bidders may improve on this proposal.**

## PHASE 1: START UP – 2 WEEKS

### ***Step 1: Project Initiation: Inception Report, Communication Plan, Project GANTT chart***

- Agree on the scope of work with sector stakeholders and include it in a Service Level Agreement and Memorandum of Understanding with the service provider.
  - The service providers will prepare a detailed project work plan and Gantt chart, in the form of an Inception Report, detailing the specific actions and date-specific time frames of the project. The report will include the proposed actions and steps to be undertaken during the whole of the project and by whom.
  - A Communication Plan will be developed detailing the stakeholders (i.e. people, organisations, interested and affected parties, including traditional councils (if applicable) and Ward committees to be engaged while preparing the SDF, both during the drafting phases, and once the draft SDF has been developed, to ensure buy-in from all stakeholders. The communication plan also needs to indicate reporting lines, contact details, and PSC dates to monitor progress.
  - Set up project steering committee.
  - Initiate data collection process and identify data required for the process.
  - Issues to be addressed in this and other phase, and any other factors which the appointed Service Provider considers to be important will include:
    - Review and synthesis of legislative & policy context
    - Review sector plans, policies, all guidelines, bylaws, best practices, scheme regulations, studies
    - Review baseline targets set in Matzikama SDFs
    - Review IDP and all sector plans in terms of strategic focus and key challenges identified
- Analysis of information, including the identified studies regarding biophysical environment and other current identified challenges with specific relevance to the unique features of the Matzikama Municipal area:
- Flood, Estuary and River development setback line, Assessment and Determination;
  - Coastal development setback lines Assessment and Determination take into account cliffs and existing development area
  - Surface and ground Water Resources Assessment
  - Geotechnical Assessment;

- Wetland Mapping;
- Agricultural Resources;
- Biodiversity Assessment;
- Air Quality Assessment;
- Service Capacity Assessment;
- Socio-economic environment Analysis and Planning Policy Review;
- Analysis of built environment - Cultural and Heritage Assessment; - Institutional Framework Assessment.
- Development pressures/challenges/opportunities;
- Spatial possibilities for densification and establishment of sufficient church / commercial areas Assessment
- Identification of new and/or existing land/properties (included closing of unused Public Open Spaces)
- Assessment Analysis of closing of unused Public Open Spaces
- Current Realities: Highlighting spatial, social, physical and economic features impacting on spatial development planning;
- Access and barriers to services;
- Stakeholder needs analysis;
- Analysis of existing and development plans and maps, densification maps, biodiversity maps, development and transportation corridor plans, etc.
- Analysis of Maintenance and upgrading of existing and development of new municipal infrastructure: Municipal infrastructure which include water reservoir dams, roads (sealing of potholes and tarring / paving of existing and new municipal streets)
- Climate change Response Assessment (drought, canal infrastructure challenges, boreholes made impact included)
- Land reform Assessment
- Renewable technology energies and Response Assessment
- Existing airfield and landing strips Assessments
- Impact of increase of traffic and type of volume on Transportation Routes & Upgrading of Intersections and Widening of road reserves high volume traffic routes Assessment
- Non-motorized transportation Assessment including infrastructure for people with disabilities
- Preserve Architectural and history, cultural Design Assessment
- Urban Design and Landscaping Assessment
- Existing harbour and slip ways Assessment
- Railway and road to railway Assessment

- Rehabilitation of mining and other development areas Assessment
- Viable environmentally sustainable methods of disposing of waste (recycling, reuse & reduce) Assessment
- Tourism potential, sources and marketing Assessment
- Mine and mineral prospecting and mining volume and impact relation to other income sources in region and on infrastructure Assessment
- Total infrastructure of all services for fiber duct roll-out Assessment
- Tower placement, signal area study and design Assessment
- Other strategic information the Municipality, Service Provider and Steering Committee believe will inform the Strategy.
- The appointing Service Provider must examine other work (where applicable), namely: - The new Outdated Spatial Development Framework and its supporting documents.
- MEC's assessment of the IDP/SDF

### **Step 2: Presentation to Project Steering Committee**

- Presentation of Inception Report and consultative process to be followed, resulting in consensus being reached and the Department giving written acceptance of the Inception Report.
- Set up Project Management team (technical meeting) and agree on number of meetings to be held during project cycle.

### **Step 3: Presentation to Municipal council**

- A presentation of the project should be conducted to the Municipal Council to obtain a council resolution to prepare a SDF, LTFFP and CEF.

**Deliverable:** Inception Report detailing the process to be followed, inclusive of a Communication Plan with internal and external stakeholders and project GANTT chart. List of data collected.

**Consultation:** Sector departments and Municipal Council.

## **PHASE 2: POLICY CONTEXT AND VISION DIRECTIVES – 1 MONTH**

### ***Step 1: Review and Synthesise Legislative & Policy Context***

- Synthesise the legislative and policy context through considering relevant national and provincial and municipal policy directives.
- Outline the spatial directives emanating from the national, provincial and municipal spatial policy review.

## Step 2- Formulate Draft Vision

- Hold initial discussions on the key spatial issues that need to be addressed to discuss and collaboratively develop a draft vision for the municipal area.

## Step 3 – PSC meeting

- Presentation to the PSC on the Policy context and vision directives report.

**Deliverable: Consolidated report on the Policy context and vision directives.**

**Consultation:** Engage with municipal and sector departments, public entities, community representatives and all other related bodies based on the context of the municipality.

## PHASE 3: SPATIAL CHALLENGES AND OPPORTUNITIES – 1 MONTHS

### Step 1 – IDP and Sector Plan inputs

- Review the most recent IDP as well as all relevant municipal sector plans and surrounding sector plans in terms of the strategic focus and the key challenges identified.
- The recent SDF assessment and respective MEC comments should also guide the review of the SDF.
- The COGTA / SALGA SDF assessment template will be made available to the service provider to ensure all bases are covered for assessment.

## Step 2 – Biophysical, Socio Economic and Built environment analysis

- Documentation and mapping of biophysical spatial challenges and opportunities.
- Conduct a strategic analysis of the socio-economic situation of the municipality in terms of legacy, current and future challenges.
- Conduct a strategic analysis of the built environment elements of the municipality in terms of legacy, current and future challenges.
- It should be noted that in preparation for this MSDF draft, the DEA&DP have prepared approximately 80% of the baseline mapping and information gathering which will be required for the biophysical analysis.

## Step 3 – SWOT analysis

- SWOT analysis based on the analysis conducted for the bio-physical, built and socioeconomic environment.

## Step 4 – PSC meeting

- Presentation to PSC on the consolidated report.

**Deliverable: Consolidated report on the spatial challenges and opportunities.**

**Consultation:** Engage with municipal and sector departments, public entities, community representatives and all other related bodies based on the context of the municipality.

#### **PHASE 4: SPATIAL PROPOSALS 6 MONTHS**

##### ***Step 1- Spatial concept and final Vision***

- To move towards the vision aspired to, a conceptual framework needs to be formulated based on the synthesis of the key challenges and opportunities from Phase 3.
- Update the draft vision as developed during Phase 1 to align with the spatial concept (if required).

##### **Step 2 – Spatial Strategies**

- Develop spatial strategies which support the spatial concept and are in line with the development vision for the municipal Integrated Development Plan that redress/address/mitigate against the challenges and unlock the opportunities identified in step 1 above.

##### **Step 3 – Draft MSDF, LTFP and CEF**

- Combine the spatial strategies into a composite MSDF map.
- Develop a LTFP using the LTFP tool developed for Saldanha municipality, as well as the Capital Expenditure Framework as one of the key elements of the new MSDF according to guidelines and specifications in Annexures A and B. It is recognized that this is a task which may take 6 to 9 months dependent upon specific local contexts in respect of information available etc.
- Compile all the elements of Phase 1, Phase 2 and Phase3 into a draft MSDF report.

##### **Step 4 – PSC meeting**

- Present consolidated the draft MSDF document.

**Deliverable:** Draft MSDF (incl. LTFP and CEF) document consolidated containing spatial strategies and final vision.

**Consultation:** Facilitate and convene specialist discussions and/or focus group meetings to discuss key sectoral and area based strategies and proposals of the draft MSDF.

#### **PHASE 5 – IMPLEMENTATION FRAMEWORK – 2 MONTHS**

##### ***Step 1 - Supporting Policies***

- Develop a set of policies that will support the implementation of the spatial proposals as contained within the MSDF.

## Step 2 - Supporting Guidelines

- Develop a set of guidelines that will support the implementation of the spatial proposals as contained within the MSDF.

## Step 3 - Capital Investment Framework (short term) and Capital Expenditure Framework (long term)

- Develop a capital investment framework and capital expenditure framework that identifies priorities, institutional arrangements and implementation requirements.

## Step 4: Draft Implementation Framework

- Compile the supporting policies and guidelines as well as the capital investment framework into a consolidated draft implementation framework.

### **Deliverables: Consolidated Draft Implementation Framework report**

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

The deliverables should include the following:

- An SDF status quo report to be submitted to Council for adoption. This status quo report should include the policy context within which the Municipality is operating as well as the identified spatial challenges and opportunities;
- A synthesis, vision and spatial strategies & proposals report. (The spatial strategies & proposals report should include the spatial concept)
- An implementation plan and capital expenditure framework. (The implementation plan must address the requirements of section 21 (p) of SPLUMA ).

**Consultation:** Engage with municipal and sector departments, public entities, community representatives and all other related bodies based on the context of the municipality.

## **PHASE 6: CONSULTATION – 2 MONTHS**

### ***Step 1- Advertisement and meetings***

- Give notice of the proposed municipal spatial development framework in the *Gazette* and the media.
- Invite the public to submit written representations in respect of the proposed municipal spatial development framework to the Municipal Council within 60 days after the publication of the notice.
- Conduct Public meetings with various stakeholders, ward meetings etc.

### **Step 2**

- Consider all representations received in respect of the proposed municipal spatial development framework.



### Step 3

- Prepare consultation report based on various engagements held during phase 6.

**Deliverable: consolidated consultation report.**

## PHASE 7; FINAL SDF – 1 MONTH

### ***Step 1: Sector Plan Alignment***

- Facilitate follow-up discussions with the relevant municipal departments to discuss required alignment interventions to ensure that the MSDF proposals are incorporated into all relevant sector plans.

### **Step 2: Priority Local Plans**

- Initiate the delineation and implementation of the required local area plans or precinct plans as set out in the capital investment framework.

### **Step 3: Capital Investment Framework into IDP**

- Ensure that the key proposals contained within the capital investment framework are fed into the next review of the IDP through facilitating discussions with relevant municipal officials.

### **Step 4: Final MSDF, LTFP and CEF**

- Refine, update and finalise the draft MSDF, LTFP, CEF and implementation framework.
- Prepare summary brochures, pamphlets or posters of the key spatial proposals contained within the MSDF report.

### ***Step 5: PSC meeting***

- Present final MSDF, LTFP and CEF to PSC for Endorsement.

### **Step 6: Council Adoption**

- Submit the final MSDF report and brochures to the local municipal officials and Council for approval.

**NB: It should be noted that in terms of SPLUMA a gazette notice must be published once the SDF has been adopted by council.**

**Deliverable: Final MSDF document (include CEF) and composite maps.**

- Schedule of comments received on the draft SDF and responding statements on how these comments are addressed in the final SDF document.
- A final Draft MSDF (including a CEF and Implementation Plan), which has gone through the prescribed public participation processes and is ready to be approved by Council.

**PHASE 8 – CLOSE OUT – 2 WEEKS**

**The final delivery consists of:**

- Council Resolution (If taken by council within the timeframes of the project) • Close out report outlining:
  - Overview of process followed
  - Summary of meetings dates
  - Summary of Payment dates
  - Challenges & Lessons learned
  - Actions required in obtaining final Council Resolution adopting the SDF, if council did not take any decision.
- PSC meeting to conclude the project.

**Deliverable: Close-out report with final submission documents.**

**9. OUTCOMES AND DELIVERABLES**

9.1 The SDF should seek to influence the overall spatial distribution of current and future land use within a municipality.

9.2 The SDF should respond to the government strategic priorities from National, Provincial and local (NDF, NSDF, PSDF, PGDS, PSEDs, DGDP, IDP etc). The end product must contribute positively towards local economic development, sustainable livelihoods in rural areas and poverty alleviation.

9.3 The SDF must give effect to the requirements set out under section 21 of SPLUMA.

9.4 LTFFP be developed in conjunction with the Capital Expenditure Framework as set out in the guideline and specification in Annexure B and C.

- 9.5 The SDF must be both a vertical and a horizontal alignment tool for government wide activities, plans, policies and legislation. It must be a tool to facilitate structured implementation of programmes and be an effective decision-making instrument.
- 9.6 Improved Comprehensive LUS guidelines are expected out of the process of formulating the SDFs.
- 9.7 All objectives of the project as stipulated in this Terms of Reference should be met. A document with clear deliverables is expected. The SDF document should indicate all cross-border issues, challenges and alignment of programmes shared with neighbouring municipalities, provinces and countries (if applicable).
- 9.8 Submissions should be in the form of both hard and electronic versions of the SDF. All spatial information collected should be submitted in GIS capable file format (shapefiles, layer files, mxd files) for use in a GIS environment. The shapefiles must have clear attribute information that differentiates each SDF construct and its purpose, for example a service node shapefile should have an attribute called "description" with the value "service node". The project steering committee will comment on the SDF and send them to the service provider for amendment purposes.
- 9.9 It is recommended that more visual representation (maps, graphics and photographs) form the bulk part of the spatial analysis/current reality and the conceptual framework section of the SDF. A text box or other mechanisms may be used to provide an explanation, relevant information or analysis.
- 9.10 Required copies of the SDF document for consultation purposes shall be prepared by the service provider. The copies shall be distributed a week prior to the meeting taking place.
- 9.11 The appointed service provider will be required to submit a final consolidated report to the Municipality, which consists of:
- Final SDF, LTFP and CEF document in both hardcopy (printed) and softcopy (electronic as MS word document);
  - A0 SDF Map;
  - A separate Executive Summary Document;
  - A public consultation report;
  - All maps contained in the SDF textual document as electronic image files (e.g. JPEG, windows Bitmap, GIF, etc.);

- All spatial information used to generate the SDF maps must be provided in the correct GIS format, and map packages viewable in a user-friendly open source GIS Viewer.

9.12 The format of the submission will be as follows:

- 3 x Hardcopies of the SDF document.
- 3 x Hard Copies of the Composite SDF Map (A0 size).
- 3 x DVDs with Electronic Copies of the maps and documents in the following formats:
  - o Maps - JPEG / TIFF & PDF
  - o Reports - MS Word & PDF Format
- 3 x DVDs with all maps in an ArcGIS Map Package format. 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).

## **10. ADDITIONAL NOTES ON FORMAT AND INTEGRATION OF GIS DATA WITH THE EXISTING MUNICIPAL PLATFORMS**

10.1 All GIS data used and created during the course of the project will be provided in shape files and as well as in a Geo-Database (Map file) format.

10.2 The GIS information must be in a format which is compatible to the client's systems and to those in the province/municipality.

- in a shapefile format;
- A GIS database (MS Access database, Geodatabase and Map package); and,
- Spatial data in a Geographic WGS84 (Hartebeesthoek 1994) spheroid.

10.3 All maps should be in A4 size in the document;

10.4 Maps must be numbered and listed in the page of contents;

10.5 All the text in the maps and the legends must be legible;

10.6 The same map template/ layout must be used throughout the document;

10.7 All maps should have the basic map elements, namely: a title, north arrow, legend, scale bar;

10.8 All the features on the map must be explained in the legend;

10.9 All mapping must be developed at an appropriate and readable scale; and

10.10 All maps must also be available in PowerPoint Presentation format as well as the corresponding Map Document (MXD) with all spatial information in shapefiles or a geodatabase ready to be accessed in ArcGIS.

## **11. PROJECT DURATION AND COST**

An all-inclusive (lump sum) cost must be submitted for the entire project.

11.2 A comprehensive fee structure, time frame and payment schedule be included in the submission.

11.3 All expenditure and disbursements should be provided for in the above price schedule.

11.4 All prices/fees should exclude VAT.

It is expected that the project be completed in a period of 16 months effective from the date of appointment. Target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done must be included in the tender according to the example scheduled under Table 1 (to be discussed, agreed upon and included in the contract).

Table 1 - Project Cost allocation and Timeframe

Project Phase	% Allocation	Timeframe
Phase 1: Start up	5%	2 weeks
Phase 2: Policy context and Vision Directives	5%	1 month
Phase 3: Spatial challenges and opportunities	10%	1 months
Phase 4: Spatial Proposals including CEF/LTFP	35%	6 months
Phase 5: Implementation Framework	15%	3 months
Phase 6: Consultation	10%	3 months
Phase 7: Final MSDF	10%	1 month
Phase 8: Close out	5%	2 weeks
Retention	5%	
Total	100%	16months

11.5 Timeframes agreed upon must be adhered to, failure of which financial implications will be imposed for any delay or non-compliance with time and quality requirements.

11.6 The amount for the final draft is payable upon approval of the document by the Project Steering Committee.

11.7 Monthly progress reports to be forwarded by the appointed service provider to Municipality and DBSA the on agreed upon terms. The appointed service provider will be required to report via hard and electronic copies. The monthly reports will reach the PSC no later than noon on the 2nd day of each month reporting on the previous month, this report will constitute 50% of each phase cost and non-delivery shall result in the automatic effecting of this penalty.

**ANNEXURE A\_TABLE 2: PRICING MODEL**

Key Deliverables	ID	Scope of works	Resources	FEE BASIS		Duration (months)	Total Professional Fees (Exc.VAT)
				Tariff/Hr. (Total resources per deliverable)	Hours		
1. Detailed Inception Report, and Communication plan	1.1	Final Inception Report					
	1.2	Project Implementation Plan					
	1.3	Consultation Plan					
2. Credible Status Quo Report (Situational Analysis and Contextual Report)	2.1	Identify issues (legislative & policy content, sector plans, targets in outdated SDFs) that will lead to the development of an agreed spatial vision					
	2.2	Analysis of biophysical environment (status Quo Analysis as contained in the Environmental Management Framework)					

	2.3	Other strategic information the Municipality, Service provider and Steering Committee believe will inform the Strategy.					
	2.4	MEC's Assessment of IDP & outdated SDFs					
3. Synthesis of Issues and Vision	3.1	Investigation and analysis of the status quo of spatial issues.					
Development (Conceptual Report)	3.2	Synthesis of all the spatial issues leading to the identification of opportunities for the Municipality, based upon the sound public participation processes and the innovative use of communication media.					



	3.3	Conceptual Framework to be formulated based on the synthesis and key challenges and opportunities.					
	3.4	Development of spatial strategies which support the spatial concept.					
4. Draft Spatial Development Framework (SDF), LTFP and CEF report	4.1	The draft proposals are formulated and must be informed by Policy and Principles					
	4.2	Combination of Spatial Concept and Strategies into a Draft MSDF including LTFP and CEF					
5. Achieving Support for Draft SDF	5.1	Soliciting, and securing, the buy-in from a wide range of stakeholders in the municipal area					

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6. Implementation Framework (includes Policies; guidelines; Capital Investment Framework; Monitoring and Evaluation Process Plans)	6.1	Develop a set of policies that will support the implementation of spatial proposals					
	6.2	Develop a set of guidelines that will support the implementation of spatial proposals					
	6.3	Develop a capital. investment framework and long-term capital expenditure framework that identifies priorities, institutional arrangements, and implementation requirements.					

	6.4	Compile the supporting policies and guidelines as well as the capital investment framework into a consolidated draft implementation Framework.					
7. Preparation and Tabling of Final SDF report (with maps) to Municipal Council for adoption and Approval	7.1	Refine, update, and finalize the Draft MSDF, CEF and Implementation Framework based on Stakeholder engagement					
	7.2	Submission of report to Council for approval					
8. Close-Out	8.1	Complete set of all documents and records generated during this project.					
	8.2	Final report on public participation					
	8.3	Close-out Report					

9.Other	9.1	Any other additions identified to deliver the project					
Sub-Total							
15% VAT							
Total Cost							

## 12. FINANCIAL PENALTIES

- a. Financial penalties shall be imposed for agreed upon milestones, targets, and deadline not met without providing:
- Timely notification of such delays.
  - Valid reasons for the delays.
  - Supporting evidence that the delays were outside of the influence of the service provider.
- b. Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.

## 13. UNDUE DELAY REMEDIES

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
PHASE 1 Start up	5%	10%	25%	50%	75%	100%
PHASE 2 Policy context and vision directives	5%	10%	25%	50%	75%	100%
PHASE 3 Spatial challenges and opportunities	20%	10%	25%	50%	75%	100%
PHASE 4 Spatial proposals	30%	10%	25%	50%	75%	100%

PHASE 5 Implementation	10%	10%	25%	50%	75%	100%
PHASE 6; consultation	5%	10%	25%	50%	75%	100%
PHASE 7: Final MSDF	10%	10%	25%	50%	75%	100%
PHASE 8 Hand over and close out	10%	10%	25%	50%	75%	100%
Retention	5%					
<b>Total</b>	<b>100%</b>					

- a. Should it be found that the delay of the project in terms of the agreed time period is unreasonable then for every 5 (five) days or other stipulated time frame there shall be a penalty in terms of percentages which will be deducted from the payment as indicated below:

#### 14. PAYMENTS AND SUBMISSION OF INVOICES

- a. Payments will be made on a work completed basis, i.e., on set milestones as per the project implementation plan and must be to the satisfaction of the PSC. The PSC will need to take a resolution concerning the work undertaken by the service provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.
- b. Original copies of invoices to substantiate costs must be provided. The service provider's invoices should be submitted to the municipality for verification and submission to DBSA.
- c. Payment will be made on the basis of approved work in progress with a ceiling of 95% of the project cost. The balance (5% retention) of the project cost will only be paid on the approved final report.

## **15. BUDGET**

The service provider shall compile a detailed breakdown of costs and submit it together with the proposal. Competitive pricing and functional competence of the service provider will be major considerations in the evaluation of proposals.

## **16. RETENTION**

- a. The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date.
- b. The service provider may apply to the DBSA for an extension on the delivery date on any milestone – provided that the service provider and gives valid reason(s) to the sole satisfaction of the DBSA.

## **17. EXTRA WORK**

Any costs for extra work by the service provider, incurred over and above this bid due to reasons attributable to the service provider during any phase of the project shall be borne by the service provider.

## **18. CONTACT PERSON**

Technical queries to be directed to the DBSA technical team through the DBSA Procurement Unit via email to [TumiM@dbsa.org](mailto:TumiM@dbsa.org) and the tender reference number is to be quoted.

## **19. PROJECT MANAGEMENT**

This project will be managed by the DBSA, with the following representations but not limited to who may form part of the Project steering committee:

- DEA&DP
- Department of Agriculture Land Reform and Rural Development (SPLUMA).
- Representative from SALGA (Spatial Planning).
- Representatives from other Provincial Departments.

- West Coast District Municipality.
- Local Municipality.
- Parastatals (Eskom, LORWUA etc.)

## 20. MANDATORY & BENEFICIAL SKILLS REQUIREMENTS FOR PROJECT TEAM

- a. The successful service provider will also be expected to have an understanding of and experience in spatial planning legislation of the Western Cape. The service provider should have experience in auditing projects, ability to interact with a variety of stakeholders as well as good research and report writing skills.
- b. The service provider must submit a list of people who will be directly involved in the project containing, among other things, names, qualifications, and their experience. This should clearly indicate what roles each team member will play.
- c. Mandatory Skills Requirements:
  - i. Team Leader must hold a **tertiary qualification in town planning** which is recognised for registration in the category of **Professional Planner** by the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002; Team Leader must provide proof of Registration as a Professional Planner by the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002; and must have at least 10 years post registration experience in the field. (A Copy of valid certificate and proof of payment of fees and good standing is to be attached).
  - ii. Team leader must provide proof of experience in Project Management.
  - iii. Comprehensive curriculum vitae of every team member; and,
  - iv. Attach at least two (2) examples of relevant work done to date by the service provider.
  - v. The team leader and selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the DBSA, DEA&DP and the Matzikama Municipality. It is expected that the team leader will be available for all meetings and engagements where he or she will present in detail the deliverables.
  - vi. The team leader must have knowledge and experience of Spatial Planning; Land Use Management; Land Development; Laws, and CEF.
  - vii. The team leader must have expertise in managing and coordinating a multidisciplinary project team (Project management skills).



- viii. Key member to be fluent in the official language of the area to enable communication with the community and council (if applicable).
- ix. Other than the team leader / professional planner, the successful service provider's key professional team should at least consist of the following practitioners:
  - o A Professional Engineer – Minimum B-degree in Civil Engineering, and professional registration with the Engineering Council of South Africa (ECSA);
  - o A Municipal Financial Planning Specialist– Minimum B-degree in finance; and o A GIS Practitioner – Appropriate B-degree accredited GIS qualification or equivalent qualification approved by the South African Council for Professional and Technical Surveyors (PLATO).

d. Beneficial Skills Requirements:

- i. Strategic Planning including scenarios and futures planning;
- ii. A team member to be an Environmentalist or have experience in environmental studies and experience and knowledge regarding rehabilitation challenges in MLM.
- iii. A team member to be an Economist / Financial Specialist to enable analysis of the economic state of the municipality.
- iv. A team member to be a Civil Engineer to undertake analysis of infrastructure related matters i.e. bulk infrastructure and transport.
- v. A team member to be an Agricultural to undertake analysis of related agricultural matters i.e. diversification & processing & agri industrial
- vi. Thorough understanding of political environment and Intergovernmental Relations

Framework; vii. Research, analytical, report writing, presentation and communication skills (the way the tender document is compiled/written and other reports included in the tender documents will be taken into consideration); and,

- viii. Proven experience in rural and urban development planning, Geography, Spatial Information Systems/Design (e.g. GIS) and Project Management.
- ix. Proven experience and knowledge in Heritage and Cultural aspects
- x. Proven experience and knowledge in Renewable Energy and Fibre

Essential and valued skillsets applicable to the drafting of MSDF's:

No.	Skillset	Knowledge, experience, and expertise
1.	<b>Spatial Planning</b>	<p>Minimum of 10-years post graduate experience, including integrated planning, municipal spatial planning, and precinct planning.</p> <p>Minimum of 10-years' experience in development analysis and planning, and socio-economic profiling</p> <p>Proven experience and knowledge of the integrated planning, budgeting, and implementation cycle in municipalities.</p> <p>Experience in land use planning, and specifically the application of development contributions policies and calculators in determining the infrastructure implications of land use planning investments.</p>

No.	Skillset	Knowledge, experience, and expertise
		<p>Knowledge of municipal powers and functions, service delivery and governance related legislation and issues in the South African local government sector.</p> <p>Sound understanding of the SPLUMA, LUPA and the MSA and demonstrable knowledge of the drafting of CEFs in line the relevant guideline documents.</p>
2.	<b>Project management</b>	<p>Proven management skills for projects of similar scope and character;</p> <p>The ability to manage the process and ensure coordination, integration and alignment of plans, policies and strategies of all spheres of government;</p> <p>Experience in innovative public participation at a municipal level;</p> <p>Report writing and facilitation skills. The ability to produce thorough, readable, and informative reports and other material; and</p>

		<p>The project manager should be a Professional Planner registered with SACPLAN.</p>
3.	<b>Environmental management</b>	<p>Sound knowledge of environmental legislation, institutional structures and environmental assessment and management practices in the Western Cape;</p> <p>Proven competence to analyze the environment in such a way as to identify significant issues, problems and characteristics and distinguish between underlying causes and superficial symptoms;</p> <p>Proficiency in integrating and coordinating significant components of both the socio-economic and biophysical environments in such a way as to evaluate options and trade-offs and facilitate sound decision making; and</p> <p>The ability to offer innovative solutions to address any identified issues in the Municipal area.</p>
4.	<b>Engineering</b>	<ul style="list-style-type: none"> <li>• Minimum of 10-years post graduate experience, including integrated infrastructure demand analysis and planning, capital project investment planning, analysis, prioritization, and budget planning.</li> <li>• Proven experience and knowledge of the full lifecycle of infrastructure planning and design, including project conceptualization, master planning, project preparation and project readiness, infrastructure delivery systems.</li> </ul>

		<ul style="list-style-type: none"> <li>• Knowledge of municipal powers and functions, service delivery and governance related legislation.</li> </ul>
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No.	Skillset	Knowledge, experience, and expertise
		<ul style="list-style-type: none"> <li>• Knowledge and experience in municipal engineering services;</li> </ul>
	<b>Finance</b>	<ul style="list-style-type: none"> <li>• A minimum of 5-years' experience in financial modelling and the preparation of Long-Term Financial Plans in the South African local government environment.</li> <li>• An understanding of National Treasury's' requirements for the preparation and finalization of annual municipal budgets, as well as the integration of the budgeting process with the requirements of the SPLUMA.</li> <li>• Minimum of 10-years' experience in development analysis and planning, infrastructure investment planning and analysis, development impact assessments, local government financial planning and analysis.</li> <li>• A robust understanding of public sector development financing instruments and a good grasp of innovations in this sector.</li> <li>• The ability to assess government revenue and government expenditure of public authorities and the adjustment of one or the other to achieve desirable effects and avoid undesirable ones;</li> <li>• The ability to articulate the available capital for infrastructure investment</li> </ul>

5.	<b>Economic development</b>	<ul style="list-style-type: none"> <li>• Ability to utilize existing policies pertinent to economic and regional development to supplement the MSDF;</li> <li>• Experience in urban development, the economics of development regulations and public private partnerships;</li> <li>• Understanding of ..... Municipality's role within the regional economy as well as the main cross border relationships with adjacent municipalities;</li> <li>• Demonstrated understanding the relationships between various economic variables and the environmental, social and infrastructure contexts; and</li> <li>• The ability to offer innovative solutions to address any relevant issues identified in the Municipal area.</li> </ul>
6.	<b>GIS</b>	<ul style="list-style-type: none"> <li>• Technical skills to develop maps and other spatial information;</li> <li>• Geographical information handling, analysis, and interpretation skills; and</li> <li>• Understanding of GIS applications and spatial data queries.</li> </ul>
7.	<b>Heritage</b>	<ul style="list-style-type: none"> <li>• Proven experience in delineating cultural landscapes, clusters of heritage resources and heritage areas</li> </ul>

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

## 21. HUMAN RESOURCES FOR THE PROJECT

- a. The service provider is expected to provide information on available human resource capacity that will be directly involved per project, including but not limited to:
  - full CV, indicating relevant qualifications and experience as required by this Terms of Reference; full contact details (office and cellphone, and email), and the role to be fulfilled in this project.

- b. Staffing requirements identified on the onset of the project shall remain unchanged for the duration of the project unless prior written consent has been granted by the DBSA and Municipality.
- c. Where a firm or a person is found suitable to be contracted for more than one project and the projects are to run concurrently, the DBSA, Municipality & DEA&DP is entitled to request and require additional guarantees that the firm resources to be deployed to these projects are sufficient in terms of handling the multiple projects.
- d. All team members that will be directly involved in the project may, at the sole discretion of the DBSA and Municipality be expected to attend all progress report meetings as scheduled. Due to the urgency of the project, time is of essence to this process and all work shall be submitted when due. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

## **22. INFORMATION GATHERING**

- a. **NB!! The responsibility for collecting information necessary for the successful execution of the project lies entirely with the appointed service provider.**
- b. The successful Service Provider is expected to make contact with all the relevant GIS, Planning and required officials and units within the local and provincial spheres of government to obtain relevant information that is required for the project. Existing information on LUSs/SDFs which are available within the Spatial Planning and Land Use Management office will be made available to the successful service provider.
- c. The report must include the source of information used in the various sections of the report with the date of this information being compiled to ensure credible information is used.
- d. In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the Municipality will provide the requested letter.

## **23. TERMS AND CONDITIONS OF THE BID**

### **a. General**

- i. The awarding of the bid will be subject to the Service Provider's express acceptance of the DBSA Supply Chain Management general contract conditions.
- ii. The successful service provider will be expected to enter into a service level agreement with the DBSA in respect of the deliverables of the project.
- iii. The DBSA and Service Provider will sign a Services Level Agreement upon appointment.
- iv. Service Providers will be informed about the outcome of the bid in writing after the bid has been finalised / adjudicated.
- v. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the DBSA, except where duly authorised to do so in writing by the DBSA.
- vi. The successful Service Provider agrees to keep all records and information of or related to the project confidential and not disclose such records or information to any third party without the prior written consent of DBSA.
- vi. The short-listed service providers may be required to do a presentation in person to the DBSA and MLM; at their own cost should it be deemed necessary to do so.

b. The service provider should commence with the project immediately after receiving the letter of appointment and the service level agreement signed.

c. Any deviation from the project plan should be put in writing and approved by the Project Steering Committee and the DBSA and Municipality prior to any deviation taking place.

d. The overall project shall be completed within the time period as stipulated in this document or as otherwise agreed to in writing by the DBSA.

e. When Municipality accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to DBSA. This condition will apply for a period of two months from the day the project was completed and received by the MLM.

f. Disbursements (Travel and Accommodation / Phone Calls & Communications / Printing & Reproduction) will not be paid separately and must be factored into the total project price.

### **g. Format of Proposal**

- i. All proposals are to respond to requirements as per the Terms of Reference.
- ii. All proposals should be clearly indexed and easy to read.
- iii. The submission must:
  - Be presented well and of a high-quality
  - Depicts a methodological approach
  - Show a clear understanding of project purpose
  - Properly outline of expected outputs;
  - Contain indicators and means of verifying progress of the project.
  - Demonstrate the team's ability to read interprets and understand a variety of spatial information and analysis.
  - Demonstrate an understanding of relevant rural development policy and legislation.

## **24. VALIDITY OF THE BID**

The bid must be valid for a period of 120 days.

## **25. REPORTING AND ACCOUNTABILITY**

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

- a) Full management of the project and its deliverables, including any subdeliverables quoted for by the Service Provider in their bid;
- b) To serve on the Project Committee and Intergovernmental Steering Committee (where relevant) appointed in terms of the Municipal By-Law and lead discussions relating to the MSDF in accordance with an agenda;
- c) Presenting detailed monthly project progress reports at PC meetings;
- d) Any public participation processes as per the legislative requirements;
- e) Facilitation of workshops with officials, councillors and provincial and national departments as required, to ensure all parties are well informed and contribute to the MSDF preparation process;



- f) The project manager from the Service Provider team will be required to be present at all meetings, presentations and public participation sessions;
- g) Preparing the draft invitations and agendas to all meetings;
- h) The drafting, circulation, and corrections of minutes of any workshops and/or meetings within 5 working days after the event;
- i) The development of appropriate communication materials to support the effectiveness the public participation process;
- j) Presentations to the relevant Municipal Portfolio Committee(s) as well as Council.

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

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

25.3 During the execution of the project, the service provider must submit monthly progress reports and attend meetings at intervals as determined within the Inception Report and agreed upon by the Project Team or Steering Committee.

25.4 The project will be signed off by the DBSA and the Municipality when:

- o All the end products (refer to list) have been delivered (all deliverables per phase to be provided per phase to be approved by the Project Steering Committee).

- o The Director: LED, Community Development Services (MLM) is satisfied that all requirements have been met.

## 26. CONTRACT PERIOD

The timeframe envisaged for the duration of the project is approximately 16 months from the date of appointment. Ideally the time schedule for the project needs to coincide with the IDP process in order to ensure Council can adopt the final MSDF concurrently with the new/ amended IDP. It is expected of the Service Provider to ensure that sub-contractors/partners in the project adhere to the time commitments. **The bid proposal must conform to this requirement.**

- a. The project will be signed off by the DBSA and Municipality when:
  - o All the end products (refer to list) have been delivered (all deliverables per phase to be provided per phase to be approved by the Project Steering Committee).
  - o The Director: LED, Community Development Services (MLM) is satisfied that all requirements have been met.

## 27. OUT CLAUSE

- a. The DBSA, WCG: Department of Environmental Affairs and Development Planning and the municipality reserves the right not to appoint a service provider if suitable candidates are not found, at the complete discretion of the Department.
- b. The DBSA, WCG: Department of Environmental Affairs and Development Planning and the municipality reserves the right to terminate the contract in the event that there is clear evidence of non-performance, at the complete discretion of mentioned.
- c. The DBSA, WCG: Department of Environmental Affairs and Development Planning and the municipality will undertake a risk assessment, looking at the finances, team composition and capacity, if a service provider is successful in being the preferred bidder for more than one project, such as SDFs, LUSs, Precinct Plan projects being put out to tender by the DBSA, WCG: Department of Environmental Affairs and Development Planning within the same financial year, so as to ensure capacity to undertake the volume of work.

## **28. OWNERSHIP OF INFORMATION**

- a. The MLM will assume ownership of all data and information, in both in electronic and hard copy format, obtained, captured and/or created to generate the outputs of this project.
- b. MLM will retain copyright of the final document, annexures, derivatives, value-added data and datasets and all associated intellectual rights of the project outputs. All materials are and remain the property of the Municipality at all times and no document may be reproduced, copied, or distributed without prior written consent of the Municipality.
- c. The report and digital information will be supplied to the MLM at the completion of the project in a format which can feed into the GIS systems of both the National & Western Cape Governments.
- d. This document together with all agreements to be or reached during the course of the project become part of the contract.

## **29. CONTENTS OF THE PROJECT PROPOSAL**

- a. A clear and concise project proposal covering the aspect listed below is required;
  - i. An executive summary.
  - ii. A project plan.
  - iii. The proposed methodology should indicate a detailed list of data to be gathered and how it will be processed. The methodology should also indicate the project milestones that will be used to measure the project progress.
  - iv. The approach should be cost saving yet achieve the highest value for money.
  - v. The names and CV's containing detailed information on relevant experiences of all the persons who will be directly contributing to the project, and their roles thereof. vi. Evidential and documentary proof of professional qualifications, registration and affiliation. For instance, if a team member claims to be a Town Planner, a copy of the registration with the South African Council for Planners (SACPLAN) is required.
  - vii. Any shortcomings in the study specifications, how these will be addressed and the cost implications thereof.
  - viii. All-inclusive costing model.
  - ix. The following technical information must be submitted with the Bid proposal:
    - o Years of experience of each resource;

- Relevant professional experience during the last five years; o Organisational, managerial and technical ability;
- Key Personnel and Resources; o Technical backup; o Full CV's of all members of the Team; o Relevant Equipment and Software competence and capability; o Client References; and, o Associations and Professional Affiliations.

### **30. Functional Evaluation Criteria**

#### **6 28.1 Firm / Company's Experience (24 Points)**

The tender company's general experience will be assessed and scored in terms of the period that the company has been in existence and the experience in Strategic and Technical Planning, including formulation of Spatial Development Frameworks, such as National; Provincial; Regional; District; Municipal; and Local//Precinct Plans to achieve Spatial Equity, Integrity, Justice and sustainability etc.

#### **28.2 Experience of Key Personnel (56 Points)**

All professionals must be registered with relevant registration bodies and CV's must be enclosed to reflect the professional status as well as their registration number. Failure to meet this requirement will result in disqualification.

#### **28.3 Proposed Methodology and Project Management (12 Points):**

The methodology, communication plan, risk management and knowledge/skills transfer must respond to the proposed Scope of Work and outline the proposed approach/methodology, specifically town planners and GIS specialists.

**TABLE 1: MINIMUM SKILLS REQUIREMENTS**

<b>Mandatory Requirements</b>	<b>Professional Registration</b>	<b>Body</b>	<b>Yes/No</b>
Project Manager	SACPLAN		Y
Civil Engineer	ECSA		Y
Environmental	SACNASP		Y

GIS Specialist	SAGC	Y
Economist/Financial Modelling Specialist	ESSA	N
Agricultural Specialist		N

**TABLE 2: EVALUATION CRITERIA**

ITEM	FUNCTIONALITY	MAXIMUM SCORES	SCORING GUIDELINES
<b>A.</b>	<b>EXPERIENCE OF THE TENDERER: (LEAD TENDERER (MUST BE A TOWN PLANNING FIRM) AND ENTITIES IN JV, CONSORTIUM, ASSOCIATION, etc.</b>	<b>28</b>	
<b>A1</b>	<p><b><u>Proof of similar work: SDF:</u></b></p> <p>Must preferably have done 5 projects in Spatial Planning, i.e. municipal-wide SDFs, Regional SDFs, Local SDFs, Precinct Plans, Development Corridor Plans, Growth Management Strategies, preferably in the WC).</p> <p><b>Attach 5 reference letters clearly indicating experience.</b></p>	<b>10</b>	<p><b>Excellent:</b> 5 or more projects (10 Points)</p> <p><b>Good:</b> 4 Projects (6 Points)</p> <p><b>Acceptable:</b> 3 Projects (4 Points)</p> <p><b>Poor:</b> 2 Projects (2 Point)</p> <p><b>Non-Responsive:</b> 1 Project (0)</p>
<b>A2</b>	<p><b><u>Proof of similar work: CEF:</u></b></p> <p>Should preferably have done 5 projects in respect with conducting/compiling a CIFs/CEFs/Infrastructure Sector Plans.</p> <p><b>Attach 5 reference letters clearly indicating experience.</b></p>	<b>10</b>	<p><b>Excellent:</b> 5 or more projects (10 Points)</p> <p><b>Good:</b> 4 Projects (6 Points)</p> <p><b>Acceptable:</b> 3 Projects (4 Points)</p> <p><b>Poor:</b> 2 Projects (2 Point)</p>

			<b>Non-Responsive:</b> 1 Project (0)
<b>A3</b>	<p><b><u>Proof of similar work: LTFP:</u></b> Must preferably have done 5 projects in Long term financial planning integral to municipal IDPs.</p> <p><b>Attach 5 reference letters clearly indicating experience.</b></p>	8	<p><b>Excellent:</b> 5 or more projects (8 Points) <b>Good:</b> 4 Projects (6 Points) <b>Acceptable:</b> 3 Projects (4 Points) <b>Poor:</b> 2 Projects (2 Point) <b>Non-Responsive:</b> 1 Project (0)</p>
<b>B</b>	<b>PROJECT RESOURCES: Experience and qualification of key personnel</b>	60	

	(Submission of CV and certified copies of qualifications and professional registration certificates is mandatory for each professional person on the team)		
<b>B1</b>	<p><b>Town Planner: Project Lead -</b> Professional registration with SACPLAN as a Professional Town and Regional Planner/Urban and Regional Planner. Must have BSC/BTech/master's degree in Town &amp; Regional Planning/Urban &amp; Regional Planning/City Planning Must preferably have 10 of years (post registration) experience in Spatial Planning, i.e., municipal-wide</p>	10	<p><b>Excellent:</b> 10 years and above = 10 Points <b>Good:</b> 7 to 9 years = 7 Points <b>Acceptable:</b> 4 to 6 years = 5 Points <b>Poor:</b> 2 to 3 years = 2</p>

	<p>SDFs, Regional SDFs, Local SDFs, Precinct Plans, Development Corridor Plans, Growth Management Strategies).</p> <p><b>Provide contactable references/completion letters: List names, addresses, telephone numbers, fax numbers and e-mail.</b></p> <p>.</p>		<p>Points</p> <p><b>Non-responsive: less than 2 years = 0</b></p>
	<p><b>Team Leader must have successfully managed</b> a minimum of 3 Spatial Development Framework and Precinct plans and/or must have knowledge and experience of Spatial Planning; Statutory Planning; Spatial Development Frameworks, Land Use Schemes, and Laws related to the previous mentioned specific regarding Western Cape (WC) legislation, guidelines, etc. Preferable 10 years' experience or more as well as proven Project Management Experience</p>	<p>10</p>	<p><b>Excellent:</b> 10 or more Years' Experience – 10 Points</p> <p><b>Good:</b> 8 – 9 Years' Experience - 4 Points</p> <p><b>Acceptable:</b> 5 – 7 Years' Experience – 3 Points</p> <p><b>Poor:</b> 3 – 4 Years' Experience – 2 Points</p> <p><b>Non-Responsive:</b> Less than 2 Years' Experience - 0</p>

B2	<p><b>Composition of technical team</b> to be utilized in the execution of the project consist of the below professions:</p> <p>Preferably 4 Planners registered as professionals with SACPLAN and with 10 years post registration experience in Spatial Planning (National/Provincial/Regional/District/Municipal/Local Spatial Development Frameworks and Precinct Plans).</p> <p><b>Attach copies of qualifications and CV's clearly indicating a detailed profile of their previous work experience in the last 5 years</b></p>	10	<p><b>Excellent:</b> 4 Planners registered with SACPLAN and with 10 years' post registration experience and above in Spatial Planning = 10 Points</p> <p><b>Good:</b> 3 Planners registered with SACPLAN and with 10 years' post registration experience in Spatial Planning = 6 Points</p> <p><b>Acceptable:</b> 2 Planners registered with SACPLAN and with 10 years' post experience in Spatial Planning = 4 Points</p> <p><b>Poor:</b> 1 Planner registered with SACPLAN and with 10 years' post registration experience in Spatial Planning = 1 Point</p> <p><b>Non-responsive:</b> No additional planner over and above the team leader = 0</p>
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B3	<p><b>Professional Geographic Information System Specialist:</b></p> <p>Must be registered as a Professional with SAGC Or as a Geo- Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors (PLATO) and preferably 8 years' post qualification, and preferably be a member of the Geo- Information Society of South Africa (GISSA).</p> <p><b>Qualifications:</b> bachelor's degree in Geo- Information Science or Land Surveying.</p> <p><b>Experience</b> in mapping and analysis</p>	6	<p><b>Excellent:</b></p> <p>Qualification and 8 years and above post qualification relevant experience = 6 Points</p> <p><b>Good:</b> Qualification and 3 to 5 years' post qualification relevant experience = 4</p> <p><b>Acceptable:</b></p> <p>Qualification and 2 - 3 years' post qualification relevant experience years = 3 Points</p> <p><b>Poor:</b></p> <p>Qualification and up to 2 years post qualification relevant experience = 1 Point</p> <p><b>Non-responsive:</b></p> <p>Qualification and less than 2 years post qualification relevant experience = 0</p>
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B4	<p><b>Environmental Specialist:</b> B-degree or BTech in Environmental Sciences/ Environmental management plus 8 years' post qualification experience in Environmental Sciences/ Environmental management/ Environmental Planning and registration with SACNASP.</p>	6	<p><b>Excellent:</b> Qualification and more than 8 years' and above post qualification relevant experience = 6 Points</p> <p><b>Good:</b> Qualification and 6 to 7years' post qualification relevant experience = 4 Points</p> <p><b>Acceptable:</b> Qualification and 4 - 5 years' post qualification relevant experience years = 3 Points</p> <p><b>Poor:</b> Qualification and up to 3 years post qualification relevant experience = 1 Point</p> <p><b>Non-responsive:</b> Qualification and less than 2 years post qualification relevant experience = 0</p>
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B5	<p><b>Economist:</b> B-Degree with specialization in Economics or Development Economics/Urban Economics plus 10 years' post qualification experience in economic development plans, economic outlook, Growth, and development Strategies/City Development Strategies.</p>	6	<p><b>Excellent:</b> B-Degree &amp; 10 years and above = 6 Points</p> <p><b>Good: B-Degree &amp; 7 to 9 years = 4 Points</b></p> <p><b>Acceptable:</b> B-Degree &amp; 4 to 6 years = 3 Points</p> <p><b>Poor:</b> B-Degree &amp; 2 to 3 years = 1 Point</p> <p><b>Non-responsive:</b> B-Degree &amp; less than 2 years = 0</p>
B6	<p><b>Civil Engineer</b> Professional registration with ECSA as a Professional Engineer or a Professional Engineering Technologist. Must have a BSC / BTech Civil Engineering Degree. Should preferably have 10 years' experience in conducting compiling a CIFs/CEFs/Infrastructure Sector Plans.</p>	6	<p><b>Excellent:</b> 10 years and above = 6 Points</p> <p><b>Good:</b> 7 to 9 years = 4 Points</p> <p><b>Acceptable:</b> 4 to 6 years = 3 Points</p> <p><b>Poor:</b> 2 to 3 years = 1 Point</p> <p><b>Non-responsive:</b> less than 2 years = 0</p>

B7	<b>Agricultural Specialist:</b> B-Degree and 10 years' experience, with specialization in Agriculture/Agricultural Economics as well as: Research, analytical, report writing, presentation and communication skills; (the way the tender document is compiled/written and other reports included in the tender documents will be taken into consideration); and Proven experience in rural development planning	6	<b>Excellent:</b> B-Degree & 10 years and above = 6 Points <b>Good:</b> B-Degree & 7 to 9 years = 4 Points <b>Acceptable:</b> B-Degree & 4 to 6 years = 3 Points <b>Poor:</b> B-Degree & 2 to 3 years = 1 Point <b>Non-responsive:</b> B-Degree & less than 2 years = 0
<b>C.</b>	<b>METHODOLOGY AND PROJECT MANAGEMENT</b>	12	
C1	<b><u>Methodology</u></b> A well-structured methodology and implementation plan (linked to dates, timeframes & outputs) which spells out the detailed aspects of the way the project is to be undertaken and reflected on a Gantt Chart	12	<b>Excellent:</b> Detailed submission addressing all requirements (12) <b>Acceptable:</b> Adequate Methodology partially addressing requirements (8) <b>Non-Responsive:</b> No Methodology (0)
<b>TOTAL POINTS ON FUNCTIONALITY</b>		<b>100</b>	
<b>THRESHOLD</b>		<b>60</b>	

## **Annexure B**

### **Terms of Reference for a Capital Expenditure Framework for Matzikama Municipality**

## **Annexure C**

### **Terms of Reference for a Long-Term Financial Plan (LTFP) for Matzikama Municipality**

**Annexure D**

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity ..... Number:  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company ..... Registration ..... Number:  
.....





.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**  
document?

(Note: Failure to submit proof of such authority, where  
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....  
 .....  
 .....

2.10 Are you, or any person connected with the bidder, **YES/NO**  
 aware of any relationship (family, friend, other) between  
 any other bidder and any person employed by the state  
 who may be involved with the evaluation and or adjudication  
 of this bid?

2.10.1 If so, furnish particulars.

.....  
 .....  
 .....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
 of the company have any interest in any other related companies  
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....  
 .....  
 .....

### 3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number


#### 4. DECLARATION

I, THE UNDERSIGNED (NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS  
 CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
 PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS  
 DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## Annexure E

### SBD 6.1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

##### 1..1.1

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

#### 1. GENERAL CONDITIONS

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

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

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

b) Either the 80/20 preference point system will be applicable to this tender.

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80

<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18

3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-

contractor.....

iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

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

**Designated Group: An EME or QSE which is at last 51% owned by:**    **EME**                      **QSE**

√

√

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

**OR**

Any EME

Any QSE

## **8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1      Name ..... of  
company/firm:.....

8.2      VAT ..... registration  
number:.....

8.3      Company ..... registration  
number:.....

8.4      TYPE OF COMPANY/ FIRM



- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

#### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

#### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE:.....

ADDRESS.....

.....

.....

## **Annexure F**

SBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – N/A**

**Annexure G**

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION – N/A**

## **Annexure H**

**Bidders are required to include, as Annexure H to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation**

## **Annexure I**

**Bidders are required, as annexure I to their Bids, to submit certified copies of the latest share certificates of all relevant companies**

## **Annexure J**

**Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure J, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.**

## **Annexure K**

**Bidders are required to include, as Annexure K to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.**

**Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.**



## Annexure L

### [General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm *(Tick applicable box)* below:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

## **Annexure M**

### **Tax Compliant Status and CSD Registration Requirements**

**ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.**

**REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.**

**CSD Registration Number:**



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.  
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33  
Email : [dbsa@whistleblowing.co.za](mailto:dbsa@whistleblowing.co.za)  
Free Post : Free Post KZN 665 | Musgrave | 4062  
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