



**DEPARTMENT**  
**Municipal Planning**

**DIRECTORATE**  
**Spatial Planning and Land Use Management**

**DIVISION**  
**Spatial Planning & Land Use Management**

**PROCUREMENT DOCUMENT**  
**PROFESSIONAL SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

**Contract No:** **1N-34061**

**Contract Title:** **eThekweni Municipal Spatial Development Framework Major Review**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** Compulsory Clarification Meeting. Interested bidders must submit their email addresses for inclusion on the virtual meeting by no later than 09 March 2026 not later than 16h00. All questions and responses from the compulsory clarification meeting will be consolidated and posted on eTenders/Municipal website by the 26th March 2026 for the benefit of all tenderers

**Meeting Location, Date, Time:** **MS TEAMS**  
**On [10 March 2026] at [10am]**

**Queries can be addressed to:** **Ndumiso Zondo**  
**The Employer's Agent's:** **Tel: 031 311 7689**  
**Representative:** **email: [Ndumiso.Zondo@durban.gov.za](mailto:Ndumiso.Zondo@durban.gov.za)**

**TENDER SUBMISSION**

**Tender Submission:** The Tender Offer (hard copy) shall be delivered to:

**Delivery location:** **The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban**

**Closing Date/ Time:** **02/04/2026** at **11h00**

**JDE Submission:** An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (SSS Module)**

**JDE Queries Contact:** Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153  
Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**FOR OFFICIAL USE ONLY**

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R		R
Corrected: R	R		R

**FOR OFFICIAL USE ONLY**

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	R	R	R

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## **PART T1: TENDERING PROCEDURES**

### **T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for Professional Services to to undertake the major review of the eThekweni Municipality Spatial Development Framework is founded on several key objectives. The first is to ensure that the eThekweni SDF is credible and legally compliant with Section 21 (a) to (p) of Spatial Planning and Land Use Management Act No 16 of 2013 and aligns with the vision, objectives, and strategies of the City's IDP and District Development Model.

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Directorate: <b>Spatial Planning &amp; Land Use Management</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Clarification Meeting</b>	<b>MS TEAMS</b> <b>On [10 March 2026] at [10am]</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Ndumiso Zondo</b> <b>Tel: 031 311 7689</b> <b>email: Ndumiso.Zondo@durban.gov.za</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban Tenderers can also make an <b>electronic submission</b> via the eThekweni Municipality <b>JDE System (SSS Module)</b>  <b>Queries: Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153</b> <b>Email: supplier.selfservice@durban.gov.za</b>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 06 March 2026</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

#### **T1.2.2 TENDER DATA**

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: **Directorate Spatial Planning & Land Use Management**

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3<sup>rd</sup> Edition July 2009” published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer’s current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** or the **eThekweni Municipality’s Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.1.4 Communication and employer’s agent:** The Employer’s Agent’s Representative is:

**Ndumiso Zondo**

Tel: 031 311 7689

email: [Ndumiso.Zondo@durban.gov.za](mailto:Ndumiso.Zondo@durban.gov.za)

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

## F.2: TENDERER'S OBLIGATIONS

### F.2.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter into the contract.
- (c) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (d) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (e) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (f) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (g) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (h) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekweni Municipality Central Supplier Database**.

In the event of the Tenderer not being registered on the eThekweni Municipality's Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted regarding registration on the **eThekweni Municipality Central Supplier Database**:

- (a) The information for registration as in the possession of the eThekweni Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

F.2.2.2 **The cost of the tender documents:** Replace this paragraph with the following:

“Documents are to be obtained, free of charge, in electronic format, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.2.6 **Acknowledge addenda:** Add the following paragraphs to the clause:

“Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

F.2.7 **Clarification meeting:**

**MS TEAMS**

**On [10 March 2026] at [10am]**

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer’s representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity’s tender offer.

F.2.12 No alternative tender offers will be considered.

F.2.13 **Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekwini Municipality. The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

Identification details to be shown on each tender offer package are:

- Contract No. : **1N-34061**
- Contract Title : **eThekwini Municipal Spatial Development Framework Major Review**

The Employer’s address for delivery of tender offers is:

The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban

Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.

Tenderers are to include, with their paper (“hard copy”) submission and submit on SSS as well.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Tenderers can also make an **electronic submission** via the eThekwini Municipality **JDE System (SSS Module)**

**Queries:** Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153  
**Email:** [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

F.2.15 **Closing time:** The closing time for delivery of tender offers is:

- Date : **Friday, 06 March 2026**
- Time : **11h00**

**F.2.16 Tender offer validity:** The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

**F.2.23 Certificates:** Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

**Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.**

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

#### **Tax Clearance**

Refer also to returnable form in T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

**Failure to comply will make the tender non-responsive.**

#### **Central Supplier Database (CSD)**

Refer also to returnable form in T2.2.12: "Eligibility: CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission ( <https://secure.csd.gov.za> ).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

### **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".

**F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

**F.3.11 Evaluation of Tender Offers:**

#### **Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

#### **Functionality**

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 70 points. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: “Additional Conditions of Tender”.

### **Preference Point System**

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

### **Price Points**

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

### **Preference Points**

Refer to T2.2.6: “MBD 6.1: Preference Points Claim”.

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 50%

The tendering entity’s **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer’s claim for **Preference Points**.

<b>Ownership Categories</b>	<b>Criteria</b>	<b>80/20</b>	<b>90/10</b>
<b>Race: Black (w1)</b>	Equals 0%	0	n/a
	Between 0% and 51%	1	n/a
	Greater or equal to 51% and less than 100%	3	n/a
	Equals 100%	5	n/a
<b>Gender: Female (w2)</b>	Equals 0%	0	n/a
	Between 0% and 51%	1	n/a
	Greater or equal to 51% and less than 100%	3	n/a
	Equals 100%	5	n/a
<b>Maximum Goal Points:</b>		10	n/a

<p>The <b>Weightings</b> of the <b>Ownership Categories</b> will be:</p> <ul style="list-style-type: none"> <li>• w1 = 50%, w2=50%, (where: w1 + w2 = 100%)</li> </ul>
<p><b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer’s status)</p> <ul style="list-style-type: none"> <li>• Companies and Intellectual Property Commission registration document (CIPC)</li> <li>• CSD report.</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>

- **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting: 50%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

<b>Location</b>	<b>80/20</b>	<b>90/10</b>
Not in South Africa	0	n/a
South Africa	3	n/a
Kwa Zulu Natal	5	n/a
eThekweni Municipality	10	n/a
<b>Maximum Goal Points:</b>	10	n/a

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- CSD report

**F.3.13 Acceptance of tender offer:** In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER**

#### **T1.2.3.1 Appeals**

In terms of Section 49 of the EtheKwini SCM Policy any person aggrieved by the decisions taken in the implementation of the SCM System may lodge within 14 days of notification, a written objection against the decision of the following:

**The City Manager**  
**Attention: Ms S Pillay** (E-Mail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za))  
**P O Box 1394**  
**DURBAN**  
**4000**

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of R1,814.00 including VAT as stipulated in the municipality's SCM Policy approved on 29/08/2024 as well as the municipal budget for the financial year 2025/26. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

**EThekwini Metropolitan Municipality**  
**FNB – 63165746331**  
**Reference Number: Please insert contract number**

#### **T1.2.3.2 Prohibition on awards to persons in the service of the state**

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

#### **T1.2.3.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

#### **T1.2.3.4 Targeted Procurement**

30 Targeted Procurement provisions are not applicable to this tender.

(SCMP Cl.52.21(d) If feasible to contract for a contract above R30m, an organ of state must apply subcontracting to advance designated groups.

(SCMP Cl.52.21(e) Tenders that are between the contract value of R5m and R30m (incl.) must, where feasible, allow for subcontracting in line with the Council approved Economic Empowerment Framework.

#### **T1.2.3.5 Functionality Specification**

- The minimum number of evaluation points for Functionality is 70 points
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Sub-criteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope	30	Tenders Experience
Experience of Key Resources in executing work of similar nature	Registered Professional Planner – Lead Consultant	20	Experience of key Staff
	GIS Specialist	7	
	Community/Social Facilitator	3	
Methodology	Including programme, risk management and approach as a minimum, the methodology and project plan should include: <ul style="list-style-type: none"> <li>Proposed task and their duration</li> <li>Key milestones and deliverables</li> <li>Proposed meetings with the project team and consultation activities with stakeholders</li> </ul>	30	Approach paper/ Methodology/Programme
Organization and staffing	Person to be involved in each tasks and level of involvement (e.g. number of hours/days)	10	Organization and staffing
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		100	

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively;
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	Score	Prompt for judgement
0	0	Failed to address the question / issue
1	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
2	70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
3	90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
4	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 2 <u>projects</u> of a similar scale & nature within the past 10 years. Client reference letters to be provided for each project listed.
2	70	To have successfully completed 3 <u>projects</u> of a similar scale & nature within the past 10 years. Client reference letters to be provided for each project listed.
3	90	To have successfully completed 4 <u>projects</u> of a similar scale & nature within the past 10 years. Client reference letters to be provided for each project listed.
4	100	To have successfully completed 5+ <u>projects</u> of a scale & nature within the past 10 years. Client reference letters to be provided for each project listed.

Level	pts	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based
2	70	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based
3	90	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based
4	100	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Registered Professional Town Planner (Project Lead)	Masters' Degree in Town/Urban & Regional Planning	SACPLAN	No Submission	≤ 5	> 5 ≤ 7	> 7 ≤ 10	> 10	20
GIS Specialist	Degree in Geomatics or Related GIS Field	SAGC/GISSA/ PLATO/SACP LAN	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Community/ Social Facilitator	Degree or Diploma Related Development studies	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	3
<p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope</p> <p>Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.</p>								

Level	Pts	Criterion: Approach / Methodology
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project.  The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme.  The programme is adequate.
3	90	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.  The project plan and approach to managing risk etc is tailored to the critical characteristics of the project.  The programme is good and has allowed for all critical aspects
4	100	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches.  The programme is well thought out and makes allowance for all the key risk areas.  The approach paper details ways to improve the project outcomes and the quality of the outputs

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

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T2.2.2	Certificate of Attendance at Clarification Meeting .....	17
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T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations .....	22
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##### **Technical or Functionality Evaluation**

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## **T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [15](#) to [31](#).

### **NOTE**

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

Ref	Description	Complete or Circle Applicable	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	ID Number of enterprise's representative		
1.4	Position enterprise's representative occupies in the enterprise		
1.5	National Treasury Central Supplier Database Registration number	<b>MAAA</b>	
1.6	eThekwini Supplier Database: Reference number (PR), if any:	<b>PR</b>	
1.7	VAT registration number, if any:		
<b>2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>			
	<b>Full Name</b>	<b>Identity No.</b>	<b>Personal income tax No. *</b>
2.1			
2.2			
2.3			
2.4			
<b>3.0 Particulars of companies and close corporations</b>			
3.1	Company registration number, if applicable:		
3.2	Close corporation number, if applicable:		
3.3	Tax Reference number, if any:		
3.4	South African Revenue Service: Tax Compliance Status PIN:		

**4.0 Record in the service of the state** (Insert on a separate page if necessary)

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

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

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

**5.0 Record of spouses, children and parents in the service of the state** (Insert on a separate page if necessary)

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

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

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person(s) attending the meeting:**

Name: .....	Name: .....
Signature: .....	Signature: .....
Capacity: .....	Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:**

Name: .....

Signature: .....

Date: .....

**T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.4 MBD 4: DECLARATION OF INTEREST**

MSCM Regulations: **“in the service of the state”** means to be:

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

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

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

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable	
3.8 Are you presently in the service of the state?	YES   NO
If yes, furnish particulars: .....	
.....	
3.9 Have you been in the service of the state for the past twelve months?	
YES   NO	
If yes, furnish particulars: .....	
.....	

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

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

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES      NO  
 If yes, furnish particulars: .....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES      NO  
 If yes, furnish particulars: .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES      NO  
 If yes, furnish particulars: .....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

**T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars. ..... .....		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars. ..... .....		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars. ..... .....		

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):** ..... **Date** .....

**SIGNATURE:** .....

**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM**  
**In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)**

**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

## **1.0 GENERAL CONDITIONS**

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

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

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

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

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

## **2.0 DEFINITIONS**

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

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

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

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

**POINTS AWARDED FOR PRICE:** A maximum of 80 or 90 points is allocated for price on the following basis:

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

**TABLE 1:** Specific Goals for the tender and maximum points for each goal are indicated per the table below.

**Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
<b>Ownership Goal:</b> Race (black)	5	n/a		n/a
<b>Ownership Goal:</b> Gender (female)	5	n/a		n/a
<b>RDP Goal:</b> The promotion of South African owned enterprises.	10	n/a		n/a
<b>Total CLAIMED Points (20 Maximum)</b>				n/a

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

*I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.*

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

## T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

### NOTES

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....

\_\_\_\_\_

.....

## **T2.2.9 JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

**T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**T2.2.11 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....  
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the tenderer’s place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer’s Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

**Tenderers are to include, at the back of their tender submission document, a printout of the above account’s and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.12 CSD REGISTRATION REPORT**

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury’s CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

<b>CENTRAL SUPPLIER DATABASE FOR GOVERNMENT</b>				<b>Report Date:</b>
				<input type="text"/>
				<b>Report Ran By:</b>
				<input type="text"/>
<b>CSD REGISTRATION REPORT</b>				
<b>SUPPLIER IDENTIFICATION</b>				
Supplier number	<input type="text"/>	Have Bank Account	<input type="text"/>	
Is supplier active?	<input type="text"/>	Total annual turnover	<input type="text"/>	
Supplier type	<input type="text"/>	Financial year start date	<input type="text"/>	
Supplier sub-type	<input type="text"/>	Registration date	<input type="text"/>	
Legal name	<input type="text"/>	Created by	<input type="text"/>	
Trading name	<input type="text"/>	Created date	<input type="text"/>	
Identification type	<input type="text"/>	Edit by	<input type="text"/>	
Government breakdown	<input type="text"/>	Edit date	<input type="text"/>	
Business status	<input type="text"/>	Restricted Supplier	<input type="text"/>	
Country of origin	<input type="text"/>	Restriction Last Verification Date	<input type="text"/>	
South African company/CC registration number	<input type="text"/>			

**Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.13 EXPERIENCE OF TENDERER**

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last 10 years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach it to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided.

**Service providers must provide completion letters/certificates for each project listed.**

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of event	Detail of work undertaken, nature of work & value	Completion date
--	----------------------	---	-----------------

The scoring of the tenderer’s experience will be as follows:

Level	pts	Criterion: Tenderer’s Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 2 <u>projects</u> of a similar scale & nature within the past 10 years.
2	70	To have successfully completed 3 <u>projects</u> of a similar scale & nature within the past 10 years.
3	90	To have successfully completed 4 <u>projects</u> of a similar scale & nature within the past 10 years.
4	100	To have successfully completed 5+ <u>projects</u> of a scale & nature within the past 10 years.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

\_\_\_\_\_

**SIGNATURE:**

-----

\_\_\_\_\_

## T2.2.14 PROPOSED ORGANISATION and STAFFING

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based.

The tenderer must attach their Proposed Organisation and Staffing to this page.

The scoring of the proposed organisation and staffing will be as follows:

Level	Points	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based
2	70	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based
3	90	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based
4	100	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): \_\_\_\_\_

Date \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**T2.2.15 PERSONNEL SCHEDULE**

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The tenderer must attach their proposed Personnel Schedule to this page using the following headings:

- Name
- Title
- Job Description
- Qualifications/ Years of Experience
- Estimated Period of Engagement on this project (weeks).

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.16 EXPERIENCE OF KEY PERSONNEL**

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members’ / experts’ knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV’s are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
----------------------	----------------	--------	---	--

The scoring of the experience of key staff will be as follows:

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years’ Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Registered Professional Town Planner (Project Lead)	Masters’ Degree in Town/Urban & Regional Planning	SACPLAN	No Submission	≤ 5	> 5 ≤ 7	> 7 ≤ 10	> 10	20
GIS Specialist	Degree in Geomatics or Related GIS Field	SAGC/GISSA/ PLATO/SACP LAN	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Community/ Social Facilitator	Degree or Related Development studies	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	3
Note 1: “experience” implies experience on projects of a similar nature with respect to the Scope Note 2: “accredited degree / diploma” implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.								

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME**

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

Tenderers must explain their understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted, and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages.

The scoring of the approach paper will be as follows:

Criterion: Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted
Level 1	40 pts	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
Level 2	70 pts	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project.  The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme.  The programme is adequate.
Level 3	90 pts	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
Level 4	100 pts	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PART C1 : AGREEMENTS AND CONTRACT DATA**

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.1 : OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract No: **1N-34061**

Contract Title: **eThekwini Municipal Spatial Development Framework Major Review**

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

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

**\* The offered total of the prices inclusive of Value Added Tax is:**

R..... (In words .....  
.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

**\* Name of Tenderer** (organisation) : .....

**\* Signature** (of person authorized to sign the tender) : .....

**\* Name** (of signatory in capitals) : .....

**Capacity** (of Signatory) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : .....

**Name**(in capitals) : .....

**Date** : .....

**Notes:**

**\* Indicates what information is mandatory.**

**Failure to complete the mandatory information and sign this form will invalidate the tender.**

## **C1.1 : FORM OF OFFER AND ACCEPTANCE**

### **C1.1.2 : FORM OF ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature** (*person authorized to sign the acceptance*) : .....

**Name** (*of signatory in capitals*) : .....

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : : .....

**This Form will be completed by the Employer**

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.3 : SCHEDULE OF DEVIATIONS**

**This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

- 1. **Subject** : .....
- Details** : .....
- .....
- 2. **Subject** : .....
- Details** : .....
- .....
- 3. **Subject** : .....
- Details** : .....
- .....

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

.....	Signature	.....
.....	Name ( <i>in capitals</i> )	.....
.....	Capacity	.....
.....	Name and Address of	.....
.....	Organisation	.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

## C1.2 : CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see [www.cidb.co.za](http://www.cidb.co.za) - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the Standard Professional Services Contract to which it mainly applies.

### C1.2.2 CONTRACT DATA

#### C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by Directorate: [Spatial Planning & Land Use Management](#)

3.4 & The authorised and designated representative of the Employer is: Ndumiso Zondo

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : 031 311 7789
- Fax : N/A
- e-mail : Ndumiso.Zondo@durban.gov.za

The address for the Receipt of communications is: 166 KE Masinga Road, Durban, 4001

1 The Project is : **1N-34061**  
: **eThekweni Municipal Spatial Development Framework Major Review**

1 Period of Performance : **24 months**

1 Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

1 Start Date : **7 days after the letter of appointment**

3.4.1 Only communication by e-mail is permitted.

3.5 The location for the performance of the Project is: **eThekweni Municipality**

3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

3.12 The penalty per Day payable is : **R 500 .00** subject to a maximum amount of **R 5000.00**.

- 3.15.1 The programme shall be submitted within **30 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:  
1) **Release public or media statements or publish material related to the project.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **7 Days** of date that the Contract becomes effective.
- 8.2.1 **The Contract is concluded when the service provider has fully completed all deliverables in accordance with the scope of work to the satisfaction of the employer within the contract period.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **1 month**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation / Adjudication**.
- 12.2 Final settlement is by **Arbitration**.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **3 months** from the date of termination or completion of the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

### **C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT**

The additional conditions of contract are:

#### **C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Service Provider shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Council’s current Supply Chain Management Policy.

#### **C1.2.3.2 RETENTION**

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final ‘as-built’ drawings.

#### **C1.2.3.3 EMPOWERMENT INITIATIVE**

It is a condition of contractor with regards to empowerment initiatives. The service must appoint a minimum of 1 candidate planner from the University of Kwa-Zulu Natal (UKZN) or Durban University of Technology (DUT) for the duration of the work.

Failure to do so will result into penalties of 0.5%.



**PART C2 : PRICING DATA**  
**C2.1 : PRICING INSTRUCTIONS**

C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.

C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:

C 2.1.2.1 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work for the services as defined in the Scope of Work

Quantity: The number of units of work for each item of the services

Rate: The payment per unit of work at which the Tenderer tenders to do the work for the services

Amount: The product of the quantity and the rate tendered for an item

C.2.1.2.2 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment of the services, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider. This amount could be more or less than the approximate quantities.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work for the services will be valued at the rates tendered, subject to the provisions of paragraphs 7 and 8 of this section.

C.2.1.2.3 The tendered rates are all-inclusive and covers the execution of the activities as listed, all accommodation, travelling expenses, all mandatory taxes and levies (excluding VAT), allowance for delays, validation of equipment during surveys, all liaison, project management, insurance against damage, compensation for loss as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Pricing Schedule.

C.2.1.2.4 If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data, and the Tenderer must confirm his acceptance of these amounts and rates.

If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.

- C.2.1.2.5 The works executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.
- C.2.1.2.6 The short descriptions of the payment items in the Pricing Schedule are given to identify the items and to provide specific details. Reference shall inter alia be made to the Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.
- C.2.1.2.7 Subject to the conditions stated in paragraph 8 below, the rates and lump sums filled in by the Tenderer in the Schedule of Quantities shall be final and binding with regard to submitting the Tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the Tender. Should there be discrepancies between the Tender Sum and the correctly extended and totalled Pricing Schedule, the Tender Sum will be deemed correct, and the Employer will have the right to make such adjustments to the Tender Rates as he deems necessary to reconcile the total of the Pricing Schedule with the Tender Sum.

In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.

- C.2.1.2.8 A Tender may be rejected if the unit rates or lump sums for some of the items in the Pricing Schedule are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items to make such adjustments.
- C.2.1.2.9 All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole Cents. Fractions of a cent shall be discarded.
- C.2.1.2.10 The minimum prescribed reimbursement of the learner shall be as per **Method 3** of Table 3 of the standard. The current hourly notional cost (**Rate**) for the learner as per "GOVERNMENT GAZETTE, APRIL 2023" is **R93.26 excluding Vat**, calculated using an average of 21.67 working days per month.
- Where the unemployed learner is employed directly by the service provider, the service provider shall pay the stipend directly to the learner.
  - Where the unemployed learner is sourced through an SDA, training provider or skill development facilitator, the service provider may pay the stipend to the SDA, training provider or skill development facilitator who in turn will pay the learner.
  - The proposed notional cost of the providing training opportunity will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette Notice.
  - Not more than 45 working hours can be claimed per week.

**C2.2 : PRICING SCHEDULE**

<b>SCHEDULE/PHASE 1: INCEPTION REPORT</b>					
<b>NO.</b>	<b>STAGE/ DESCRIPTION</b>	<b>UNIT</b>	<b>QYT</b>	<b>RATE</b>	<b>AMOUNT (RAND)</b>
1.1	Draft Inception Report	No.	1		
1.2	Inception Report Presentation to PSC	No	1		
1.3	Final Inception Report	No.	1		
<b>TOTAL SHECDULE 1 CARRIED FORWARD TO THE SUMMARY PAGE</b>					

<b>SCHEDULE/ PHASE 2: LEGISLATION, POLICY CONTEXT &amp; SPATIAL VISION DIRECTIVES</b>					
<b>NO.</b>	<b>STAGE/ DESCRIPTION</b>	<b>UNIT</b>	<b>QYT</b>	<b>RATE</b>	<b>AMOUNT (RAND)</b>
2.1	Draft Consolidated Report	No.	1		
2.2	Presentation to PSC	No	1		
2.3	Final Consolidated of L Legislative, Policy and Spatial Vision Directives Report	No.	1		
<b>TOTAL SHECDULE 1 CARRIED FORWARD TO THE SUMMARY PAGE</b>					

<b>SCHEDULE/ PHASE 3: SITUATIONAL ANALYSIS</b>					
<b>NO.</b>	<b>STAGE/ DESCRIPTION</b>	<b>UNIT</b>	<b>QYT</b>	<b>RATE</b>	<b>AMOUNT (RAND)</b>
3.1	Draft Situational Analysis Report	No.	1		
3.2	Presentation to PSC	No	1		
3.3	Final Situational Analysis Report, including Land Use Quantum's	No.	1		
<b>TOTAL SHECDULE 1 CARRIED FORWARD TO THE SUMMARY PAGE</b>					

<b>SCHEDULE/ PHASE 4: SPATIAL STRATEGIES &amp; PROPOSALS</b>					
<b>NO.</b>	<b>STAGE/ DESCRIPTION</b>	<b>UNIT</b>	<b>QYT</b>	<b>RATE</b>	<b>AMOUNT (RAND)</b>
4.1	Draft MSDF & Composite Map	No.	1		
4.2	Presentation to PSC	No	1		
4.3	Draft MSDF Document containing spatial strategies and final vision	No.	1		
<b>TOTAL SHECDULE 1 CARRIED FORWARD TO THE SUMMARY PAGE</b>					

<b>SCHEDULE/ PHASE 5: IMPLEMENTATION, MONITORING AND REVIEW FRAMEWORK</b>					
<b>NO.</b>	<b>STAGE/ DESCRIPTION</b>	<b>UNIT</b>	<b>QYT</b>	<b>RATE</b>	<b>AMOUNT (RAND)</b>
5.1	Development of the CIF & CEF	No.	1		
5.2	Draft Implementation Framework	No	1		
5.3	Presentation to PSC	No.	1		
<b>TOTAL SHECDULE 1 CARRIED FORWARD TO THE SUMMARY PAGE</b>					

<b>SCHEDULE/ PHASE 6: ADVERTISING &amp; CONSOLIDATION OF INFORMATION</b>					
<b>NO.</b>	<b>STAGE/ DESCRIPTION</b>	<b>UNIT</b>	<b>QYT</b>	<b>RATE</b>	<b>AMOUNT (RAND)</b>
6.1	Advertisement	No.	1		
6.2	Consolidated Report of public comments	No	1		
<b>TOTAL SHECDULE 1 CARRIED FORWARD TO THE SUMMARY PAGE</b>					

<b>SCHEDULE/ PHASE 7: ADVERTISING &amp; CONSOLIDATION OF INFORMATION</b>					
<b>NO.</b>	<b>STAGE/ DESCRIPTION</b>	<b>UNIT</b>	<b>QYT</b>	<b>RATE</b>	<b>AMOUNT (RAND)</b>
7.1	Final MSDF Document	No.	1		
7.2	MSDF Executive Summary	No	1		
7.3	Final MSDF Presentation	No.	1		
<b>TOTAL SHECDULE 1 CARRIED FORWARD TO THE SUMMARY PAGE</b>					

<b>SCHEDULE/ PHASE 8: CLOSE OUT REPORT</b>					
<b>NO.</b>	<b>STAGE/ DESCRIPTION</b>	<b>UNIT</b>	<b>QYT</b>	<b>RATE</b>	<b>AMOUNT (RAND)</b>
7.1	Submission of the Close Out Report with associated Maps & documents	No.	1		
<b>TOTAL SHECDULE 1 CARRIED FORWARD TO THE SUMMARY PAGE</b>					

Activity based schedule/ Project Milestone

<u>Item</u>	<u>Summary of Price/Phase Description</u>	<u>Amount</u>
1	<b>PHASE 1: INCEPTION</b>	R
2	<b>PHASE 2: LEGISLATION, POLICY CONTEXT &amp; SPATIAL VISION DIRECTIVES</b>	R
3	<b>PHASE 3: SITUATIONAL ANALYSIS – SPATIAL CHALLENGES &amp; OPPORTUNITIES</b>	R
4	<b>PHASE 4: SPATIAL STRATEGIES &amp; PROPOSALS</b>	R
5	<b>PHASE 5: IMPLEMENTATION, MONITORING AND REVIEW FRAMEWORK</b>	R
6	<b>PHASE 6: ADVERTISING &amp; CONSOLIDATION OF INFORMATION</b>	R
7	<b>PHASE 7: FINAL MSDF</b>	R
8	<b>PHASE 8: CLOSE OUT REPORT</b>	R
	TOTAL EXCLUDING VAT	R
	VAT	R
	TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)	R

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

## **PART C3 : SCOPE OF WORK**

### **C3.1 BACKGROUND**

#### **1. Purpose**

The purpose of this Terms of Reference is to appoint a qualified multi-disciplinary professional service provider to lead the comprehensive review and update of the eThekweni MSDF (inclusive of the subregional spatial development plans) and the preparation of a 5 year SDP (as defined by KZN COGTA's package of plans), ensuring alignment with legislative mandates, strategic priorities and spatial transformation objectives culminating in an integrated, evidence based, strategy-led, outcomes-based planning framework to guide spatial form, budgeting and investment.

#### **2. Regional Context and Cross Cutting Issues**

eThekweni Municipality, located on South Africa's east coast in KwaZulu-Natal, is a strategic economic hub anchored by the Port of Durban—the largest and busiest in Africa. This port serves as a vital gateway for national and regional trade, connecting to inland markets via the N2 and N3 corridors and the Natcor rail line. Spanning 2,555 km<sup>2</sup>, the municipality's diverse geography (from coastal plains to rugged inland terrain) and apartheid legacy, shapes its development patterns. Its role as a logistics and industrial centre underpins significant economic activity, attracting investment in manufacturing, transport, and infrastructure modernization.

Despite its economic strength, eThekweni faces complex spatial and governance challenges. About 55% of its land is rural, largely under traditional tenure systems, creating service delivery and planning constraints, while 45% is urban with uneven economic land use and persistent spatial inequality. Informal settlements, infrastructure gaps, and commuting inefficiencies highlight the need for integrated development. Future growth depends on balancing economic expansion with social equity, climate resilience, and environmental stewardship. Investment opportunities lie in logistics, green energy, blue economy, tourism, agriculture and urban redevelopment, supported by catalytic projects aimed at inclusive growth and spatial transformation.

From a public perspective, the eThekweni Municipality is a place of both economic opportunity and cultural diversity. It is home to a vibrant mix of urban and rural communities, with rich heritage, natural landscapes, and a growing service economy. The city of Durban itself is known for its beaches, subtropical climate, and cosmopolitan character. However, significant disparities in access to housing, employment, and services remain resulting in a highly vulnerable population, and addressing these challenges is central to the city's long-term development and resilience agenda.

Socio-economic disparities, spatial fragmentation, environmental degradation and disaster risks have intensified with rapid urbanization and climate change. The April 2022 floods, which caused extensive loss of life and infrastructure damage, exposed gaps in disaster preparedness and resilience planning. The city is also experiencing increasing environmental pressures and loss of agricultural land as well as a high incidence of illegal development. Coupled with governance challenges, these demand urgent interventions such as enhancing enforcement capacity, protecting agricultural land and ensuring food security, improving coastal land use management, addressing informal settlement on high risk land and mainstreaming disaster risk reduction into spatial planning.

To address these challenges, the municipality is undertaking a comprehensive review of its Municipal Spatial Development Framework (MSDF) and regionally based Spatial Development Plans to ensure compliance with SPLUMA and responsiveness to various diagnostic findings. This review must embed resilience and risk reduction at its core, supported by tools such as flood risk modelling and an Environmental Management Framework to guide sustainable development and protect agricultural and ecological assets. The ultimate goal is a robust, inclusive, and climate-responsive MSDF that aligns infrastructure development, spatial transformation, and socio-economic integration, ensuring eThekweni's long-term sustainability and economic

competitiveness.

### 3. Legislative and Policy Framework

The MSDF is a statutory planning instrument that must guide the location of future development in a manner that addresses the imbalances of the past to support inclusive, equitable, just and sustainable development. As a key transformation tool, it also guides municipal decisions relating to land use, budgets, infrastructure development, and spatial transformation within the municipality. It must reflect global, national, provincial, and municipal policy directives and respond to socio-economic, environmental, risk reduction and spatial challenges.

This MSDF review must include:

- A long-term spatial vision and long term strategies (MSDF 2050)
- A five-year vision, strategy and budget implementation plan (SDP 2027/2028-2030/2031)
- Align with all relevant global, national, provincial, municipal and sector legislation, policies, strategies and spatial frameworks.
- A comprehensive geospatial analysis informing a well-defined spatial logic (*Theory of Change*) as the basis for spatial and non-spatial strategies and investment choices
- Address all gaps highlighted in the feedback received from the MEC KZN COGTA and National Treasury (Auditor General's Findings on the 2022-2023 MSDF)
- The review must ensure full compliance with the following:
  - Municipal Systems Act (Act 32 of 2000)
  - SPLUMA (Act 16 of 2013)
  - Draft KZN SPLUM Bill (2025)
  - eThekweni Planning and Land Use Management Bylaw (2021)
  - Municipal Planning and Performance Management Regulations (GN R796 of 2001).
- Demonstrate alignment with key International, National, Provincial and Municipal Legislation and Policies (including but not limited to) the:
  - Sustainable Development Goal 11
  - National Development Plan (NDP),
  - National Strategic Integrated Projects (SIP) 2 & 7,
  - Integrated Urban Development Framework (IUDF, 2016)
  - Provincial Growth and Development Strategy Review (PGDS,2021),
  - Marine Spatial Planning Act 2018
  - Preservation and Development of Agricultural Land Act (PDALA), Act 39 of 2024
  - Climate Change Act 22 of 2024 & related municipal policies,
  - Disaster Management Act, 2002 and Disaster Management Regulations, 2020
  - National, Provincial and Regional Spatial Development Frameworks (NSDF 2022, Draft RSDF 2025, KZN PSDF 2021)
  - Department of Land Reform and Rural Development's Spatial Planning Guidelines (including Traditional and Khoisan Leadership)\_2025
  - KZN Draft Bill on Spatial Planning and Land Use 2025
  - eThekweni Coastal Management By-law 2019 and related coastal legislation
  - eThekweni District Development Model,
  - eThekweni Integrated Development Plan (2025-2026)

## C3.2 EMPLOYER'S OBJECTIVES

### 4. Objectives

Fundamental to achieving a successful review of the MSDF is to ensure that (a) key expectations from National and Provincial Government are met, (b) spatial priorities and budgets align across all spheres of government (c) a comprehensive analysis is undertaken in all regions and (d) that the eThekweni hierarchy of plans communicate the same message with regard to spatial direction and objectives of the city (e) that MSDF updates and amendments reflect the status-quo and align with the local, national and provincial imperatives (f) that projects are clearly articulated (g) with clear and implementable land use guidelines.

The MSDF and Spatial Development Plan (SDP) must meet the following objectives:

- Ensure SPLUMA compliance (Part A & Part E Sections 20 and 21(a)-(p)) and alignment with the IDP / DDM
- Develop a spatial vision and Theory of Change
- Link spatial strategies to budgets (Capital Investment Framework (CIF) / Capital Expenditure Framework (CEF)
- Develop a clear concise, legible and visually compelling document
- Maintain a balance between promoting local economic growth and enhancing job creation and service delivery and;
- Promote inclusive, sustainable, climate resilient and risk-informed development options translated into land use guidelines and recommended zone controls
- Strengthen intergovernmental coordination and alignment and facilitate the structured implementation of programmes and projects
- Ensure a widely consultative process that permits meaningful public and stakeholder engagement
- Promote the use of digital systems to facilitate geospatial analysis, underpin by evidence based planning and establish monitoring and evaluation capabilities (for example a dashboard) for the implementation of projects and programmes across all sectors / spheres of government.

### 5. Project Phases

The project will be executed in eight phases:

1. **Inception:** Project planning, stakeholder engagement strategy, and data collection
2. **Policy & Vision:** Review of legislative context and formulation of spatial vision
3. **Situational Analysis:** Assessment of spatial, socio-economic, climate, environmental, and infrastructure conditions and trends
4. **Spatial Strategies:** Development of spatial concepts, strategies, and proposals
5. **Implementation, Monitoring and Evaluation Framework:** Capital investment and expenditure planning, policy and guideline development, performance targets and indicators
6. **Public Engagement:** Advertising, consultation, and incorporation of feedback
7. **Finalisation:** Alignment with sector plans, final MSDF and SDP documentation
8. **Close-Out:** Submission of final deliverables and project report

Details pertaining to the relevant deliverables for each phase / 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 the minimum requirements. Bidders are encouraged to be innovative by enhancing the scope of work.

<b>PHASE 1: INCEPTION</b>		
<b>Deliverables</b>	<b>Descriptions</b>	<b>Duration</b>
<b>Inception Report, Communication Plan &amp; Gantt Chart</b>	<ul style="list-style-type: none"> <li>• Agree on the scope of work with sector stakeholders and include it in the Inception Report.</li> <li>• 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 <b>risk management plan</b> needs to be included</li> <li>• A Communication Plan will be developed detailing the stakeholders (i.e. people, organisations, interested and affected parties, including traditional councils and Ward committees to be engaged while preparing the SDF, both during the drafting phases, and once the draft MSDF 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.</li> <li>• Set up project steering committee.</li> <li>• Initiate data collection process and identify data required for the process.</li> </ul>	<b>1 month</b>
<b>Presentation to Project Steering Committee (PSC)</b>	<ul style="list-style-type: none"> <li>• Presentation of Inception Report and consultative process to be followed, resulting in consensus being reached and the Sector giving written acceptance of the Inception Report.</li> <li>• Set up Project Management team (technical meeting)/ core team and agree on number of meetings to be held during project cycle.</li> </ul>	
<b>Deliverable: Inception Report detailing the process to be followed, inclusive of a Communication/ Stakeholder Engagement Plan with internal and external stakeholders and project GANTT chart, including a List of data collected.</b> <b>Consultation: PSC</b>		

<b>PHASE 2: LEGISLATION, POLICY CONTEXT &amp; SPATIAL VISION DIRECTIVES</b>		
<b>Deliverables</b>	<b>Descriptions</b>	<b>Duration</b>
<b>Review and Synthesis Legislation and Policy Context</b>	<ul style="list-style-type: none"> <li>• Synthesize the legislative and policy context through considering relevant International (New Urban Agenda, Sendia Framework, SDGs, etc.) National (NDP, NSDF, IUDF, PDALA, Coastal Management etc.), Provincial (PGDS, RSDF, PSDF, etc.), Marine Spatial Planning and Municipal policy directives and others</li> <li>• Ensure alignment with Provincial Norms and Standards.</li> <li>• Consider legislation and policy that speaks to Climate Change - Mitigation and Adaption and Disaster Management</li> </ul>	<b>3 months</b>
<b>Formulate Draft Spatial Vision</b>	<ul style="list-style-type: none"> <li>• Hold initial discussions on the key spatial priority issues that need to be addressed and collaboratively develop a draft spatial vision for the municipal area.</li> </ul>	
<b>Project Steering Committee (PSC)</b>	<ul style="list-style-type: none"> <li>• Presentation to the PSC on the Policy context and vision directives report.</li> </ul>	
<b>Deliverable: Consolidated Report of the Legislative, Policy and Spatial Vision Directives Report</b> <b>Consultation: Engage with a focused group of PSC Stakeholders including municipal and sector departments, public entities, traditional leaders, councilors and community representatives and other related bodies based on the context of the municipality.</b>		

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<b>PHASE 3: SITUATIONAL ANALYSIS – SPATIAL CHALLENGES &amp; OPPORTUNITIES</b>		
<b>Deliverables</b>	<b>Descriptions</b>	<b>Duration</b>
<b>SDF &amp; sector plans inputs</b>	<ul style="list-style-type: none"> <li>Review the most recent IDP and One Plan as well as all relevant municipal sector plans and neighbouring sector plans in terms of the strategic focus and the key challenges identified.</li> <li>Consider the recent SDF assessment and respective MEC comments / Auditor General Findings, to guide the review of the SDF.</li> <li>SDFs and Spatial Proposals from adjacent Municipalities to be considered to ensure alignment</li> </ul>	<b>6 months</b>
<b>Biophysical, Socio-Economic and Built Environmental Analysis</b>	<p>Part of this situational analysis is to also conduct a sectoral and spatial assessment of the Socio-Economic, Biophysical, Built Environment and Policy Context within the eThekweni Municipality, with emphasis on assessing (but not limited to) the following for each of the sectors:</p> <ul style="list-style-type: none"> <li><b>Demographic profile:</b> Age, gender, education, income, employment, population distribution and densities and change in population / densities over time, migration patterns and pressure areas etc. (Sources to be referenced, STATSA preferred). Create land use model base for future demographics</li> <li><b>Economic assessment:</b> Assess economic sectors (formal and informal, commercial, LED, industry, tourism, agriculture, etc., in terms of demand, viability, potential, type, space requirements, location, need and desirability, and changes in sectors), assets (including viability of the tourist activities within the City), employment opportunities (in industrial, logistic/ warehouse, tourism, etc. in relation to population growth), and growth opportunities. Explore energy efficiency and guidelines for both the existing and future developments. (Other source documents Durban Edge-Sakha iTheku)</li> <li><b>Property Trends:</b> Analyse property trends (formal and informal, traditional settlements, commercial, industrial, residential, etc.), map change over time in terms of population distribution and density (formal &amp; informal).</li> <li><b>Environmental assessment:</b> Identify natural systems and assets (open space, riverine), assess conflicts between open space, current land use scheme and agriculture, 1:100-year floodline, broad landscape and visual analysis aspects, key heritage (archaeological &amp; cultural) assets, disaster and risk management issues, air quality, pollution and other threats. A consolidated environmental layer that considers the above-mentioned, including mapping where there are vulnerable communities. Make reference to the eThekweni Environmental Planning input into Framework Plans in Annexure 2 and KZN EDTEA Environmental Management Framework (EMF) requirements.</li> <li><b>Coastal management</b> issues and marine spatial planning needs to be considered.</li> <li><b>Climate Change:</b> Adaptation and Mitigation issues, risk and vulnerability mappin, settlements at risk, areas at risk of flooding, heat, land slide etc, Climate proofing the MSDF and Risk Informed Land Use Planning</li> <li><b>Agricultural land assessment:</b> Identify agricultural land under pressure for development, agricultural land for protection. Assess in terms of demand, viability and food security where such land is under pressure for urban development. Assess the impact of the Subdivision of Agricultural Land Act (Act 70 of 1970)/ Preservation and Development of Agricultural Land Act (PDALA), Act 39 of 2024</li> <li>This must include dedicated engagement with Department of Agriculture. As part of such assessment, the possibility of exemption of certain areas of land within urban areas from the provisions of Act 70 of 1970 must be explored.</li> </ul>	

	<ul style="list-style-type: none"> <li>• <b>Social assessment:</b> Assess key cultural, heritage and social assets/facilities and identify needs for additional facilities/spaces. Review open space &amp; public spaces to develop norms and standards for the provision and retention of Public Open Spaces that have no biodiversity value but offer other services to the community / environment.</li> <li>• <b>Heritage:</b> determine upgrading requirements. Identification of heritage resources and heritage areas, to protect any significant places or features of environmental or cultural interest;</li> <li>• <b>Infrastructure assessments:</b> Assess and guide status of water, stormwater, roads, sewage disposal, electricity and solid waste disposal infrastructure - current capacity, condition, constraints and ability of infrastructure to accommodate future demand.</li> <li>• <b>Traffic and transportation: Review, translate and integrate information from previous and current local and regional studies:</b> <ul style="list-style-type: none"> <li>○ Review and integrate the eThekweni Comprehensive Integrated Transport Plan (CITP), eThekweni Transport Master Plan, Integrated Freight &amp; Logistics Strategic Framework &amp; Action Plan for eThekweni, eThekweni Non-Motorised Transport Strategy, eThekweni Public Transport Plan and relevant Durban Port Master Plans provincial/national transport frameworks.</li> <li>○ Demonstrate alignment between the SDF spatial proposals and corridors, freight routes, and public transport priority areas.</li> <li>○ Incorporate Transit-Oriented Development (TOD) principles by identifying and promoting densification, mixed-use development, and nodal development around public transport hubs and corridors.</li> </ul> </li> <li>• <b>Linkage analysis</b> Identify pedestrian linkages &amp; circulation including desire lines, attractors, barriers, safety concerns and linkage opportunities; Assess the level of linkage between residential areas transport routes and economic activities. Reassess and reconfirm the structuring elements for the city (such as nodes, transportation corridors, etc.) and identify areas / structuring elements for adjustment; Evaluate need for mitigating measures such as shade etc for pedestrian users.</li> <li>• <b>Stakeholder needs assessment:</b> Engage the community, community structures/leaders, businesses, etc. and undertake needs assessment.</li> <li>• <b>Land Use and Spatial Analysis:</b> Undertake high level land use survey for the study area (rural, urban &amp; traditional areas, trends and pressures). Update zoning status (based on municipal decisions) and review land use categories. (Utilize various data sources such as aerial / orthophoto information, etc. Identify development conflicts, key structuring elements, movement systems, linkages, opportunities and constraints. Attention to be given to commercial activities, informal settlement, informal trading, industrial activities, residential activities, mixed-use development, vacant/re-developable land.</li> <li>• <b>Delineate boundaries for the Node(s) and corridors, identify functional areas, etc.</b></li> </ul>	
<b>SWOT Analysis</b>	<ul style="list-style-type: none"> <li>• SWOT analysis based on the analysis conducted for the bio-physical, built and socio- economic environment.</li> <li>• Develop the Vision and Theory of Change based on the SWOT Analysis and the direction the City should take.</li> <li>• Forecasting &amp; Scenario Planning</li> </ul>	
<b>Land Use Quantums</b>	<ul style="list-style-type: none"> <li>• Addressing land use quantum's by quantifying the <b>amount of land</b> allocated and / or required for different uses (e.g. residential, commercial, industrial, public space, agriculture) across the municipal area and for each spatial region. This process provides a realistic and</li> </ul>	

	implementable spatial vision and helps guide infrastructure planning, investment prioritization, and land management.	
<b>Project Steering Committee (PSC) Meeting</b>	<ul style="list-style-type: none"> <li>• Presentation to PSC on the consolidated report.</li> </ul>	
<b>Deliverable: Consolidated Report of the Situational Analysis, including Land Use Quantum's Consultation: Engage with municipal and sector departments, public entities, community representatives and all other related bodies based on the context of the municipality. This will include engagements with Traditional Leaders and Councilors</b>		

<b>PHASE 4: SPATIAL STRATEGIES &amp; PROPOSALS</b>		
<b>Deliverables</b>	<b>Descriptions</b>	<b>Duration</b>
<b>Spatial Concept and Final Vision</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Update the draft vision as developed during Phase 2 to align with the spatial concept (if required).</li> <li>• This Spatial Vision should be translated into a Spatial Concept for the eThekweni Municipality with a number of associated development objectives (multi-sectoral) to be achieved as part of the MSDF. These development objectives need to be based on/ informed by the development opportunities and constraints, as well as structuring elements identified under situational analysis phase.</li> <li>• From the policy assessment the main spatial directives and outcomes that need to be considered/incorporated into the eThekweni Municipality MSDF should be identified and presented as an initial Spatial Vision for the metropolitan area. In line with the guidelines of National Treasury, the Spatial Vision should reflect a Spatial Transformation Agenda to be followed in the municipal area.</li> </ul>	<b>5 months</b>
<b>Spatial Strategies</b>	<ul style="list-style-type: none"> <li>• Develop spatial strategies which support the spatial concept and are in line with the development vision for the City's spatial plans that redress/address/mitigate against the challenges and unlock the opportunities identified in step 1 above.</li> <li>• This step involves the formulation of the Spatial Strategies comprising a number of actions aimed at achieving each of the development objectives. These strategies could relate to the natural environment, transport, engineering services, economic development, sustainable human settlements and opportunities to address inclusionary housing strategies holistically, etc. The Spatial Transformation Agenda of the City should include but not be limited to, the Urban Network Strategy (formerly BEPP) and associated Catalytic Projects.</li> <li>• The collective of Spatial Strategies culminates into the Composite Municipal Spatial Framework 2050 comprising the Municipal Spatial Development Plan which should comprise a 5-Year Plan (SDP) and medium- to longer-term (20 year+) MSDF perspective (SPLUMA requirement).</li> <li>• Assessment, revision and refinement of / elaboration on existing spatial development and land use guidelines (addressing inter alia aspects such as densification [with due regard for density parameters in the eThekweni Municipality Land Use Schemes, corridor development, nodal development, Transit Orientated Development (TOD), Climate Resilience and sustainability, etc.). – Specify Density Ranges depicted spatially for different residential typologies and areas</li> <li>• The reviewed and refined spatial development strategies should relate to and support / align with all the approved Spatial Plans as per annexure 14 of the MSDF 2025/2026</li> </ul>	
<b>Draft MSDF</b>	<ul style="list-style-type: none"> <li>• Combine the spatial strategies into a composite MSDF map.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Develop more detailed proposals for each spatial region (North, Outer West, Central and South)</li> <li>• Develop more detailed proposals for settlements (formal &amp; informal) within the municipal jurisdiction based on the SDF strategies (PHDA's) after developing the composite MSDF.</li> <li>• Compile all the elements of Phase 1, Phase 2 and Phase 3 into a draft MSDF report.</li> <li>• The SDF must also be explicit about the criteria needed to be considered and addressed should it be necessary for any land use decision to deviate from the proposed uses/ intensity and or density parameters.</li> </ul>	
<b>Project Steering Committee (PSC) Meeting</b>	<ul style="list-style-type: none"> <li>• Presentation to PSC on the consolidated report.</li> </ul>	
<b>Deliverable: Draft MSDF Consolidated Document containing spatial strategies and final vision</b> <b>Consultation: Facilitate and convene specialist discussions and/or focus group meetings to discuss key sectoral and region-based strategies and proposals of the draft MSDF.</b>		
<b>PHASE 5: IMPLEMENTATION, MONITORING AND REVIEW FRAMEWORK</b>		
<b>Deliverables</b>	<b>Descriptions</b>	<b>Duration</b>
<b>Support Policies</b>	<ul style="list-style-type: none"> <li>• Develop a set of policies that will support the implementation of the spatial proposals as contained within the MSDF for the next 5 years and longer term.</li> <li>• Show inter-dependencies between various sector departments and the implications of such on their respective sectoral plans/strategies and budgeting priorities</li> </ul>	<b>3 months</b>
<b>Supporting Guidelines</b>	<ul style="list-style-type: none"> <li>• Develop a set of guidelines, <b>targets and indicators</b> that will support the implementation and monitoring of the spatial proposals as contained within the MSDF, in particular the monitoring of sector implementation and achievement of spatial transformation indicators.</li> <li>• The Guidelines must relate back to and give effect to the “Spatial Development Concept and Vision” for the city and the “Spatial Strategies and Proposals”, as per the preceding phases, in a manner that clearly reflects a “golden thread” running through the entire MSDF.</li> </ul>	
<b>Capital Investment Framework (Short term) &amp; Capital Expenditure Framework (Long term vision)</b>	<ul style="list-style-type: none"> <li>• Link spatial strategies to capital budgets and spatial priorities</li> <li>• Develop a capital investment framework and capital expenditure framework that identifies priorities, institutional arrangements, and implementation requirements.</li> <li>• Capital Expenditure Framework must align with the “One Plan” (2050 or the 20-to-30-year vision) and synchronize budgets at all spheres of government</li> <li>• The MSDF Implementation Framework must explain the role of supporting strategies and plans, such as the City’s Infrastructure Delivery Management System/ Strategic Assessment Management Plan in the implementation of the MSDF.</li> <li>• The implications of the MSDF Spatial Strategy on the eThekweni Municipality Capital Expenditure Framework, as well as the Capital Investment Framework are to be highlighted.</li> <li>• Undertake an assessment, revision and identification of areas / components for refinement of / elaboration in respect of the existing Capital Investment Framework (CIF), with particular focus on (but not limited to) aspects such as Spatial Structuring Elements (SSEs), Geographical Priority Areas (GPAs), prioritization principles and guidelines, as well as precinct plans (more detailed local plans) and special zones identified to address the development priorities of the municipality</li> </ul>	

	<ul style="list-style-type: none"> <li>Furthermore, this assessment must be undertaken with the aim of incorporating a chapter dedicated to the CIF and CEF into the revised MSDF, in compliance with Regulation 2(4)(e) in the Municipal Planning and Performance Management Regulations of 2001 (promulgated under the Municipal Systems Act, 2000).</li> </ul>	
<b>Draft Implementation Framework</b>	<ul style="list-style-type: none"> <li>Compile the supporting policies and guidelines as well as the capital investment framework into a consolidated draft implementation framework.</li> <li>The project team should be able to illustrate the adherence of the MSDF review process in line with the provisions of Section 21(p) of SPLUMA as listed below: <ul style="list-style-type: none"> <li>“Sectoral requirements, including budgets and resources for implementation”.</li> <li>“Necessary amendments to a land use scheme”.</li> <li>“Specification of institutional arrangements necessary for implementation”.</li> <li>“<b>Specification of implementation targets, including dates and monitoring indicators</b>”; and</li> <li>“Specification, where necessary, of any arrangements for partnerships in the implementations process”.</li> <li>Illustrate the roles and responsibilities (responsibility matrix) of each department in the eThekweni Municipality (and other key role players) in the implementation framework, to ensure that the MSDF is implemented.</li> </ul> </li> </ul>	
<b>Deliverable: Consolidated Draft Implementation Framework Report, with CIF &amp; CEF Consultation: Engage with municipal and sector departments, public entities, community representatives and all other related bodies based on the context of the municipality.</b>		

<b>PHASE 6: ADVERTISING &amp; CONSOLIDATION OF INFORMATION</b>		
<b>Deliverables</b>	<b>Descriptions</b>	<b>Duration</b>
<b>Present to Council</b>	<ul style="list-style-type: none"> <li>Presentation of the Draft MSDF to the eThekweni Municipal Council to obtain a Council Resolution, allowing for a notice to be Published in the Gazette that the eThekweni Municipal Council intends to develop a Spatial Development Framework.</li> </ul>	<b>3 months</b>
<b>Advertisement and public meetings</b>	<ul style="list-style-type: none"> <li>Give notice of the proposed Municipal Spatial Development Framework in the Gazette and the media.</li> <li>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.</li> <li>Conduct Public meetings with communities, various stakeholders, ward meetings, etc.</li> <li>Present to Traditional Leaders (Forum) within the Municipality.</li> </ul>	
<b>Consider &amp; Incorporate Comments</b>	<ul style="list-style-type: none"> <li>Consider all representations received in respect of the proposed municipal spatial development framework.</li> <li>Refinement of Vision, Strategies and Concepts</li> </ul>	
<b>Consultation Report</b>	<ul style="list-style-type: none"> <li>Prepare a consultation report based on various engagements held during phase 6</li> </ul>	
<b>Deliverable: Consolidated Consultation Report</b>		

<b>PHASE 7: FINAL MSDF</b>		
<b>Deliverables</b>	<b>Descriptions</b>	<b>Duration</b>
<b>Sector Plan Alignment</b>	<ul style="list-style-type: none"> <li>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.</li> </ul>	<b>2 months</b>

<b>Identification of Spatial Priorities/ or Identification of Priority Local/Functional Area Plans</b>	<ul style="list-style-type: none"> <li>Initiate the delineation and implementation of the required local/functional area plans or precinct plans as set out in the capital investment framework.</li> <li>Finalization of spatial priorities and spatially targeted focused area</li> <li>Ensure integration with traditional settlement plans and priorities</li> </ul>	
<b>Capital Investment Framework in the IDP &amp; Budget</b>	<ul style="list-style-type: none"> <li>Ensure that the key proposals contained within the capital investment framework is fed into the next review of the IDP and Budget through facilitating discussions with relevant municipal officials.</li> </ul>	
<b>Final MSDF</b>	<ul style="list-style-type: none"> <li>Refine, update, and finalise the Draft MSDF and Implementation framework.</li> <li>Prepare an Executive Summary, including an IsiZulu version</li> <li>Prepare summary pamphlets or Brochure, A4 Double Sided (25 in English and 25 in isiZulu) and 4 x Posters (2 in English and 2 in isiZulu) of the key spatial proposals contained within the MSDF report in English and isiZulu.</li> <li>Executive Summary, Posters and Pamphlets/ Brochure to be submitted in electronic format as well for ease of reproduction by the Municipality.</li> </ul>	
<b>Step 4: PSC Meeting</b>	<ul style="list-style-type: none"> <li>Present the Final MSDF to PSC for Endorsement.</li> </ul>	
<b>Step 6: Council Adoption</b>	<ul style="list-style-type: none"> <li>Submit the Final MSDF report and brochures to the ECOD and Council for approval.</li> </ul>	
<b>Deliverable: Final MSDF document and composite map. MSDF Executive Summary (including an IsiZulu version), SDF Chapter for inclusion into the IDP. Executive Summary, Posters and Pamphlets/Brochures &amp; video</b>		

<b>PHASE 8: CLOSE OUT REPORT</b>		
<b>Deliverables</b>	<b>Descriptions</b>	<b>Duration</b>
<b>The Final Delivery</b>	<ul style="list-style-type: none"> <li>Council Resolution (If taken by Council within the timeframes of the project)</li> <li>Close out report outlining: <ul style="list-style-type: none"> <li>Overview of process followed</li> <li>Summary of meetings dates</li> <li>Summary of Payment dates</li> <li>Challenges &amp; Lessons learned</li> <li>Actions required in obtaining final Council Resolution adopting the SDF, if council did not take any decision.</li> </ul> </li> <li>PSC meeting to conclude the project.</li> </ul>	<b>1 month</b>
<b>Deliverable: Close-Out Report with Final Submission of documents, maps, posters, brochures/pamphlets and video</b>		

## 6. Stakeholder Engagement

Stakeholder engagement is a critical part of the MSDF review process. The MSDF review should be undertaken through an inclusive public and technical participation process.

The process must include involvement of the public, communities and key stakeholders as identified.

The service provider will be required to develop a stakeholder engagement plan and propose innovative ways of using various communication platforms and techniques to ensure a credible engagement process during the review process.

The stakeholder engagement plan should include various engagement activities with the stakeholders that can be identified in consultation with the City's project manager/s and Communications Department. The

engagement processes must be in accordance with the provisions of the applicable legislative frameworks, e.g. SPLUMA and MSA. Additional means of notification and engagement must also be undertaken in order to optimise stakeholder engagement.

The project team will be required to form part of the proposed engagement, prepare presentation materials, prepare and make presentations, facilitate and lead the workshops and attend the virtual or other meetings, as identified in the Stakeholder Consultation Plan when required from phase 1 of the review process.

The service provider should capture and summarise inputs made during all the arranged engagements, workshops and meetings. These inputs must be:

- captured in the stakeholder engagement report (with responses also captured in the stakeholder engagement report).
- attended to in an appropriate manner in the revised MSDF and SDPs, without directly quoting or repeating or stating the inputs (quoting / stating inputs is to be done in the stakeholder engagement report).

As part of the provisions for stakeholder engagement, provision must be made in particular for the following areas of performance:

- Notification of requests for comments;
- Making documentation available to stakeholders for assessment;
- Methods for receiving comments / inputs from stakeholders;
- Interactive engagements with stakeholders;
- Printing and binding of all documents and maps required for all stakeholder engagement activities.

As already stated above, the stakeholder engagement plan to be formulated by the service provider must allow for innovative ways of using various communication platforms and techniques to promote a credible stakeholder engagement process. The detail of the stakeholder engagement plan will be formulated as part of the project plan / inception report and will be refined during execution of the project, but for initial project budgeting purposes, provision must be made in the time allocation and costing for the project to adequately attend to the above-mentioned main performance areas in respect of stakeholder engagement, as discussed further below. It must however be emphasised that the stakeholder engagement plan will not be limited to these activities only and will have to be more comprehensive than these activities.

### **6.1 Notification of requests for comments**

Methods of notification must make provision for (but not limited to) advertisements / notices / advertorials in local newspapers circulating in the eThekweni Municipal Region. Such notification is typically undertaken by the Municipality to meet minimum legislative requirements.

It is envisaged that such notification would have to be done at two main stages during the revision of the MSDF (although this does not preclude any stakeholder engagement or communication with stakeholders before or after such stages of notification during the review process), i.e.:

- 1) During the initial revision process (during the initial revision of the MSDF) in the form of awareness notices / advertorials in local newspapers (covering the entire municipal area) that also invite stakeholders to register themselves as interested and affected parties.
- 2) Upon conclusion of the MSDF, before the final drafts of the revised MSDF and SDP is referred to Council for approval [as required in terms of Section 20(3) of SPLUMA], as follows:
  - notices / advertorials to be published in local newspapers (covering the entire municipal area) that invite stakeholders to provide comments.
  - additional legal notices to be published in multiple (three) prescribed newspapers circulating in the municipal area [in compliance with Section 20(3) of SPLUMA and the relevant Council resolution in respect of such notices]; and
  - legal notice in the Gazette [in compliance with Section 20(3) of SPLUMA].

While the municipality will address the minimum requirements for notification as stated above, complementary methods of notification shall also be explored, in order to promote awareness of the revision of the MSDF and the opportunity for stakeholders to make input. Examples of possible complementary means of notification that can be explored include, *inter alia*:

- eThekweni Municipality website;
- Social media (Facebook, Twitter, WhatsApp, etc.);
- Possible radio interviews and Podcasts;
- Municipal bills;
- SMS-notification;

- E-mail-notifications;
- Focused groups with NGOS and CBOs as well the business community;
- Notices on municipal notice boards (such as Sizakala Offices and libraries).

### 6.2 Making documentation available to stakeholders for assessment

When notifications are published inviting stakeholders to provide comments / inputs for the revision of the MSDF / appropriate arrangements also need to be made for stakeholders to be able to access related documentation for assessment. While such documentation can be made available electronically / digitally (e.g. eThekwini Municipality website, e-mail, etc.), provision must also be made for stakeholders who do not have access to digital media. Therefore, provision must be made for the printing, binding and distribution of documentation, to be left at Regional Sizakhala Centres and municipal libraries.

### 6.3 Methods for receiving comments / inputs from stakeholders

On the same basis of making appropriate arrangements for stakeholders to be able to access related documentation for assessment, appropriate arrangements also need to be made for stakeholders to be able to provide written comments / inputs. This can be provided for electronically / digitally, but provision must also be made for stakeholders who may not have access to digital media. This could possibly be provided through comment boxes at the regional Sizakhala offices and the City Planning offices.

### 6.4 Interactive engagements with stakeholders

Stakeholder engagement would require multiple and comprehensive interactive engagements / meetings with stakeholders from various stakeholder categories, which would include *inter alia*:

- Municipal departments;
- Customer Care Centre Managers;
- Neighbouring municipalities;
- Provincial and National Government Departments;
- State and Municipal Owned Entities;
- Private stakeholders (landowners, business owners, residents and any structures representing such private interests);
- Consulting town planners and built environment specialists;
- Political representatives / structures;
- General public (which could take the form of multiple open public meetings).
- Municipal line departments, provincial sector departments and neighboring municipalities
- Presentations given to all the Portfolio Committees of Council and Ward Committees as well as neighboring municipalities to understand all implications associated therewith prior to the SDF being tabled for adoption by Council

Provision must be made for such multiple and comprehensive interactive engagements and in instances deemed necessary provision must also be made for follow-up engagements with specific stakeholders. Keeping record of inputs received during interactive stakeholder engagements / meetings, for purposes of incorporation into a “stakeholder engagement report”, which is required as one of the deliverables from the revision process.

The table below serves to summarise the minimum required stakeholder engagement activities for easy reference, while keeping in mind (as stated above) that the stakeholder engagement plan may not be limited to these activities only and may have to be more comprehensive than these activities.	
SUMMARY OF MINIMUM REQUIRED STAKEHOLDER ENGAGEMENT ACTIVITIES	
Notification of requests for comments	Publication of notices / advertorials in print media (as per specifications above).
During the initial MSDF revision process	Local newspapers covering entire municipal area. Provincial Gazette Notice

Upon conclusion of the MSDF Major Review, before the final drafts of the revised MSDF are referred to Council for approval	Local newspapers covering entire municipal area. Provincial Gazette Notice
Additional legal notices to be published in multiple (three) prescribed newspapers circulating in the municipal area [in compliance with Section 20(3) of SPLUMA and the relevant Council resolution in respect of such notices].	
Legal notice in the Provincial Gazette [in compliance with Section 20(3) of SPLUMA].	

## 7. Deliverables

Refer to the deliverables to be submitted in each phase.

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 (including Information Office Branch) will comment on the SDF and send them to the service provider for amendment purposes.

It is recommended that more visual representation (maps, graphics and photographs) form the bulk 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.

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.

- SDF document in both hardcopy (printed) and softcopy (electronic as MS word and PDF document);
- A0 SDF Map;
- A separate Executive Summary Document in English and isiZulu;
- 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 are viewable in a user-friendly open-source GIS Viewer.

The project reports (3 bound hard copies of each final report, 3 of each draft report) will be produced in the following formats:

- 1) Report will be in A4 format and shall be available in an electronic/digital format.
- 2) Maps will be in A4, A3, A1 and A0 where applicable. Three (3) copies must be submitted.
- 3) 1 USB containing the report in both PDF and Word format with all clearly labelled files used/created during the process.
- 4) All text in reports is to be produced in Microsoft Word.
- 5) All plans to be GIS-based. (Format and requirements should be as per the specifications stipulated in the GIS Guidelines (2016))
- 6) In addition, PowerPoint presentation summaries and executive summaries of all reports are to be produced and submitted.
- 7) Close out Report to be submitted in both hard and digital format

## 8. Project Duration and Cost

It is expected that the project be completed in a period of 24 months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done is scheduled under Table 1.

Table 1 - Project Cost allocation and Timeframe

Project Phase	% Allocation	Timeframe
Phase 1: Inception Report	8.33%	1 month
Phase 2: Legislation, Policy context & Spatial Vision Directives	12.5%	3 months
Phase 3: Spatial challenges and opportunities	20.83%	5 months
Phase 4: Spatial Proposals	20.83%	6 months

<b>Phase 5: Implementation, Monitoring &amp; Review</b>	12.5%	3 months
<b>Phase 6: Advertisement</b>	12.5%	3 months
<b>Phase 7: Final MSDF</b>	8.33%	2 months
<b>Phase 8: Close out</b>	4.1%	1 month
<b>Total</b>	<b>100%</b>	<b>24 Months</b>

Timeframes must be adhered to, financial penalties will be imposed for any delay or non-compliance with time and quality requirements. The amount for the final draft is payable upon approval of the document by the Project Steering Committee.

The tender amount should be inclusive of all disbursements (Travel and Accommodation / Phone Calls & Communications / Printing & Reproduction) as these will not be paid separately.

## 9. Project Team Requirement

The project team should comprise of a multi-disciplinary team with the following expertise:

- The Lead Consultant must hold a Town Planning qualification with a minimum of 10 years related experience (strategic/spatial, urban design, land use planning) and must be registered as a Professional with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act No.36 of 2002 (Minimum 10 years post registration experience). A copy of valid qualification(s) and SACPLAN registration certificate must be attached to the proposal, and proposals from the Tenderers who do not comply with this requirement will be rejected on the grounds that the tender is not responsive.
- Development Economist (LED/Tourism / Market Trends and Analysis expertise)
- Engineers (Traffic and transport professional with a minimum of 10 years of transportation modelling experience, Infrastructure experts e.g. Electricity, Bulk Services, Stormwater, etc.)
- Environmental Specialist (with strong understanding of the eThekweni's terrestrial biology) & Climate Adaption and Mitigation Experience
- Community/Development Facilitator
- Property Trends and Analysis Expert -
- Human Settlement/ Housing Specialist
- Heritage
- Agricultural Specialist
- GIS & Data Analyst Specialist
- Urban Design Specialist – land use guidelines
- Planning graduates to obtain experience for registration purposes as part of project cost

**The lead consultant is responsible for assembling a team of experts. However, the eThekweni Municipality reserves the right to dictate the composition of a consortium should the need arise.**

## 10. Task & Duties

The Consultant will be required to undertake the following tasks and duties for the project:

- Desktop, internet and field research
- Broad Land-use surveys, using approved Spatial Plans & LUS and other digital sources
- Research measurement indicators for Spatial Transformation and Trends
- Setting up, inviting stakeholders attending, taking minutes and running meetings, workshops and presentations
- Writing up reports and ensuring these are thoroughly checked, edited and submitted on time
- Drafting, re-drafting, printing and making available images, maps and plans
- Interviewing, consulting with and informing a number of stakeholders and potential partners, both within and outside of the Municipality
- Regularly reporting on progress and achievement of milestones to the Project Manager
- Drawing up and submitting invoices timeously
- Accounting for monies spent
- Make provision for skills transfer to municipal officials
- Make provision for skills transfer/internship of Town and Regional Planning graduates (preferably from UKZN and DUT) as a condition for this appointment.

- Preparation of project abstract(s) for publication purposes

## 11. Meetings, Attendance, Presentations And Reporting Requirements

**Meetings:** The Consultant will be required to attend sufficient meetings with Council staff as necessary to ensure the successful completion of the project, as well as recording of minutes and complete attendance registers for each meeting. This includes setting up of these meetings, with assistance from PM if necessary.

**Workshops:** The Consultant will be required to prepare, set-up and invite stakeholders and also facilitate sufficient workshop sessions as necessary to ensure the successful completion of the project.

**Presentations:** The Consultant will be required to make milestone presentations to municipal departments (Steering Committee), relevant committees of Council and other stakeholders (including affected property owners/developers and the general public) as required.

**Project management:** The Strategic Spatial Planning Section of the Spatial Planning and Land Use Management Directorate will manage the project Consultants, however, the direction and input from the following /departments/ directorate/divisions and sections will be critical to the project (please note some of the names of the departments/directorate/divisions and sections have changed because of the new municipal structure:

- Spatial Planning and Land Use management Directorate – SSP, LUMB, Public Sector Housing, Information Office
  - Building Management Dept
  - Catalytic Projects Unit
  - Chief Strategy Office – (IDP, DDM, Asset Management)
  - Chief Operations Office
  - Economic Development
  - Human Settlements
  - Climate Change Department (Climate Adaptation and Mitigation)
  - Biodiversity Management Department
  - Architecture & Urban Design Department
  - eThekweni Electricity
  - eThekweni Transport Authority
  - eThekweni Water and Sanitation
  - Roads Department
  - Coastal, Stormwater and Catchment Management
  - Parks and Recreation Department
  - Development Engineering
  - Real Estate Dept
  - Cleansing & Solid Waste Dept
  - Area Based Management
  - Disaster Management
  - Finance Department
- 
- KZNCOGTA
  - DRDLR
  - KZN Office of the Premier
  - National COGTA
  - KZN EDTEA
  - KZN - Coastal Management
  - KZN Human Settlement
  - Other, relevant Parastatal and State Sectors (e.g. Ingonyama Trust Board, Amafa, Social Development – Stat SA, etc.) Transnet, PRASA, ESKOM, Umgeni water
  - Neighbouring Municipalities

A Steering Committee consisting of the above departments as well as other relevant departments will be established to provide project direction. Meetings with relevant property owners/developers/communities / committees of Council/ Traditional leaders, business sector will be organized as and when required. Setting

up all meetings will be the responsibility of the Consultant.

## 12. Method of Reimbursement

Payment will be made at relevant milestones upon the submission and approval of the final report at each relevant milestone. Milestones are to be discussed and agreed upon at inception.

## 13. Penalty Clauses and Payment Incentives

In the event of non-adherence to timeframes without due notice (2 weeks) a percentage (in terms of Clause 22 of the General Conditions of Contract) of the consultants fees may be deducted per week of overdue submission.

## 14. Copyright and Conditions

Other conditions to be adhered to include:

- **Correspondence:** All written correspondence on the project is to be addressed to the Project Manager
- **Professional Indemnity:** The Consultant warrants that sufficient professional and personal insurance is held and will be maintained throughout the period of the project.
- **Non-disclosure and confidentiality:** The Consultant shall treat any documents or material received from the Client or any other Consultant as strictly confidential and shall not disclose such information to other parties without approval. Any disclosures through media or other releases shall be limited to those authorized by the client.
- **Copyright:** Ownership and copyright of all documents and material produced in fulfilment of this project vests with the Director: Municipal Planning. In the event of termination of this appointment, the Department reserves the right to use all or any of the documentation for completion of the project.
- **Appointment of Sub-consultants:** The appointment of sub-consultants may be permitted with the consent of the Director: Municipal Planning. Payment and management of sub-consultants will be the responsibility of the Principal Consultant making the appointment.

## 15. Contact Person Within Council

### Development Planning Department, Strategic Spatial Planning Branch

Helene Epstein | 031 3117159 | Email: [Helene.Epstein@durban.gov.za](mailto:Helene.Epstein@durban.gov.za)

Ndumiso Zondo | Tel: 031 311 7689 | Email: [Ndumiso.Zondo@durban.gov.za](mailto:Ndumiso.Zondo@durban.gov.za)

Emmanuel Letebele | Tel: 031 3117174 | Email: [Emmanuel.Letebele@durban.gov.za](mailto:Emmanuel.Letebele@durban.gov.za)

### **C3.3 ANNEXURES**

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

**Annex F**  
(normative)

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:* 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of ineptitude that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which could in any way affect any decisions taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

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## STANDARD PROFESSIONAL SERVICES CONTRACT

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Standard Professional Services Contract