

 <p>Western Cape Government</p> <p>BETTER TOGETHER.</p>		
 <p>MUNISIPALITEIT MUNICIPALITY uMASIPALA</p>		
<p>INFRASTRUCTURE PLANNING SUPPORT TO SALDANHA BAY LOCAL MUNICIPALITY, OVERSTRAND LOCAL MUNICIPALITY, AND SWARTLAND LOCAL MUNICIPALITY</p>		

<p align="center">PROVISION OF PROFESSIONAL SERVICES: DEVELOPMENT OF CAPITAL EXPENDITURE FRAMEWORKS (CEF) AND LONG-TERM FINANCIAL PLANS (LTFP)</p> <p align="center">TENDER NUMBER: RFP298/2022</p>

REQUEST FOR PROPOSALS DOCUMENT

[Based on the CIDB Professional Services Contract, Edition 3, (July 2009)]

28 SEPTEMBER 2022

Issued by:

Development Bank of Southern Africa Limited

1258 Lever Road, Headway Hill

Midrand, Johannesburg

Gauteng Province

Contact Persons:

All enquiries to be directed to:

Name: **Lihle Ndlangamadla**

Email: lihleSCM@dbsa.org

Name of Tenderer:

GENERAL TENDER INFORMATION

TENDER ISSUED	: 28 September 2022
DATE & TIME CLARIFICATION MEETING	: 07 October 2022 at 10h00
VENUE FOR CLARIFICATION MEETING	: Microsoft Teams (Virtual Platform)
CLARIFICATION MEETING LINK	: Click here to join the meeting
CLOSING DATE	: 28 October 2022
CLOSING TIME	: 23h55 Telkom Time
CLOSING VENUE	: Designated Electronic Box provided by DBSA SCM
TENDER SUBMISSION	: The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in two separate electronic folders [one folder for the Technical (Quality) proposals, and another folder for the Financial Proposals] , each with the name and address of the tenderer, the Tender No. and Title and the Electronic Box details provided by DBSA SCM. The electronic folder containing the proposals must be deposited into the designated electronic box before the tender closing time. The onus remains with the tenderer to ensure that the tender submission is placed in the correct electronic tender box provided. Please ensure that an email confirmation is sent to DBSA SCM e-mail address: lihleSCM@dbsa.org confirming that the submission has been made electronically.



The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

TENDER SUMMARY PAGE

NAME OF TENDERER: _____

DETAILS OF CONTACT PERSON

NAME: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ADDRESS OF TENDERER: _____

VAT REGISTRATION NO.: _____


PREFERENCE POINTS CLAIMED: _____

CONTRACT PERIOD OFFERED* _____ (Maximum X months)


DATE OF TENDER: _____

TENDERER 'S SIGNATURE: _____

(Person authorised to sign the TENDER)


	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

Contents	
Number	Heading
The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
Part C2: Pricing data	
C2.1	Pricing Assumptions
C2.2	Pricing Data
Part C3: Scope of Work	
C3.1	Scope of Work
Part C4: Site information	
C4.1	Site Information

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

Part T1: Tendering procedures

	Pages
T1.1 Tender Notice and Invitation to Tender	4
T1.2 Tender Data	6

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

T1.1 Tender Notice and Invitation to Tender

The Development Bank of Southern Africa Limited invites tenders from experienced firms to execute work as a Professional Services Provider (PSP) regarding the **development of a Capital Expenditure Framework (CEF) and review of the Long-Term Financial Plan (LTFP) of Saldanha Bay Local Municipality, Overstrand Local Municipality and Swartland Local Municipality.**

The Tender Document can be uploaded from the DBSA Tender Website as from **28 September 2022**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA Tender Website. Only written correspondence will be accepted for inquiries.

Queries may be addressed to Mr. Lihle Ndlangamandla on email: scmqueries@dbsa.org

The cut-off date for tender enquiries is three (3) working days before tender closing date.

Non-compulsory tender briefing session will take place on a virtual platform (Microsoft Teams) as detailed below:

- **Location:** Microsoft Teams
- **Link:** [Click here to join the meeting](#)
- **Date:** 07 October 2022
- **Starting Time:** 10h00


The closing time for receipt of tenders is **23H55 (Telkom time) on 28 October 2022** at the electronic **Tender Box via the Tender Submission Link provided by DBSA SCM Unit.**

Tenders may only be submitted on the tender documentation that has been issued. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Bidders should ensure that Bids are delivered timeously and to the correct address (reflected on the cover of this document). If the bid is late, or not submitted in the tender box it will not be considered for evaluation.

Requirements for sealing, addressing, delivery, opening and assessment of submissions are stated in the Tender Data. Tenderers are encouraged to visit the DBSA website regularly for any changes, alterations and updates for this tender.


Tenderers need to submit the following in terms of the electronic tender submission:

- Complete Tender document
- All Returnable and additional documents
- Bill of Quantities/ Rates/ Price Schedule

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

NOTES:

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The subsequent Appointment / Contracting of the successful Tenderer, will be the full & final offer with no option whatsoever to increase the contract amount after award.
- iii. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- iv. Bidders are not guaranteed to be invited again, subject to the DBSA Rotation Principles.
- v. It is the intention of the DBSA to award the full scope of work to one (1) Professional Service Provider (PSP) per municipality to provide support with regards to the **development of a Capital Expenditure Framework and review of the Long-Term Financial Plan** of each municipality. However, the DBSA reserves the right to award the full scope of work to more than one (1) PSP in cases where the value-for-money principle remains adversely compromised, post negotiations with the first ranked bidder.
- vi. The decision to award will be based on best commercial offer and value-for-money principle for the DBSA.
- viii. Where the next highest ranked bidder is being considered for an offer of award (based on the value-for-money principle), the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- ix. In cases where negotiations are unsuccessful, the DBSA may revert to a higher ranked bidder.

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---


T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za), to which tenderers are referred to for their information purposes in relation to this Tender Data.


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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:


Clause number	Tender Data
F.1.1	The Employer is the Development Bank of Southern Africa Limited .
F 1.1.4	The Employer aims to award full scope of works to one successful tenderer.
F.1.2	<p>The Tender Documents issued by the Employer consists of the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Occupational Health and Safety Agreement</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Assumptions</p> <p>C2.2 - Pricing Data</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4 : Site information</p> <p>C4.1 Site information</p> <p>CIDB Professional Services Contract, Edition 3, (July 2009)</p>
F.1.4	<p>The Employer's Agent, for the purposes of any communication between the employer and tenderer, is:</p> <p>Development Bank of Southern Africa</p> <p>Name: Mr. Lihle Ndlangamandla</p> <p>Address: 1258 Lever Road, Headway Hill, Midrand, Gauteng</p> <p>Tel: (011) 313 3409</p> <p>Fax: (011) 206 3409</p> <p>E-mail: lihleSCM@dbsa.org or scmqueries@dbsa.org</p> <p>Attention is drawn to the fact that verbal information given by the employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p>

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	--

Clause number	Tender Data																														
F 1.5	The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F13.11.3 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and to the Employer.																														
F.1.6.2	A competitive negotiation procedure will not be followed.																														
F.1.6.3	A two-stage system will not be followed. Instead, a two-envelope (i.e. two electronic-folder) system will be used.																														
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</p> <p>(1). The tenderer has in its employ registered professionals such Engineers, Development Planners, etc. that are in compliance with the requirements stated below, or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons as listed below, that are in compliance with the requirements stated below, and that are capable of providing such services listed in the table below:</p> <table><tr><th>ID</th><th>Key Resource / Expert</th><th>No.</th><th>Minimum Qualifications, Category of Professional Registration and Experience</th><th>Key Service(s) Discipline</th></tr><tr><td>1</td><td>Project Manager and Team Leader.</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000, or Registration as a Professional Planner in terms of the Planning Profession Act, 2002. Must have at least 10 years' post-registration experience in participation in, or leading multi-disciplinary teams of professionals in undertaking the development and implementation of Integrated Infrastructure Investment Plans (IIIP), Infrastructure Master Plans, Land Use Plans, Spatial Plans, and financial plans that lead to the delivery of municipal services (water, sanitation, roads, storm water, electricity, etc.), facilities and related physical infrastructure in South Africa.</td><td>Project Leadership, Management Coordination and Administration Services.</td></tr><tr><td>2</td><td>Civil Engineer (Water, Sanitation and Waste Management Infrastructure).</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the water, sanitation and waste management infrastructure sectors in South Africa.</td><td>Civil Engineering Services: (Water, Sanitation and Waste Management Infrastructure Services).</td></tr><tr><td>3</td><td>Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure).</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the roads and transport infrastructure in South Africa.</td><td>Civil Engineering Services: (Roads, Rail, Storm Water and Transport Infrastructure Services)</td></tr><tr><td>4</td><td>Electrical Engineer (Electricity / Energy Infrastructure).</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the electricity and energy infrastructure in South Africa.</td><td>Electricity / Energy Infrastructure Services</td></tr><tr><td>5</td><td>Development or Spatial Planner.</td><td>x1</td><td>Registration as a Professional Planner in terms of the Planning Professions Act, 2003. Must have at least 5 years' post-registration experience in areas such as</td><td>Development Planning Services</td></tr></table>	ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline	1	Project Manager and Team Leader.	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000, or Registration as a Professional Planner in terms of the Planning Profession Act, 2002. Must have at least 10 years' post-registration experience in participation in, or leading multi-disciplinary teams of professionals in undertaking the development and implementation of Integrated Infrastructure Investment Plans (IIIP), Infrastructure Master Plans, Land Use Plans, Spatial Plans, and financial plans that lead to the delivery of municipal services (water, sanitation, roads, storm water, electricity, etc.), facilities and related physical infrastructure in South Africa.	Project Leadership, Management Coordination and Administration Services.	2	Civil Engineer (Water, Sanitation and Waste Management Infrastructure).	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the water, sanitation and waste management infrastructure sectors in South Africa.	Civil Engineering Services: (Water, Sanitation and Waste Management Infrastructure Services).	3	Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure).	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the roads and transport infrastructure in South Africa.	Civil Engineering Services: (Roads, Rail, Storm Water and Transport Infrastructure Services)	4	Electrical Engineer (Electricity / Energy Infrastructure).	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the electricity and energy infrastructure in South Africa.	Electricity / Energy Infrastructure Services	5	Development or Spatial Planner.	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003. Must have at least 5 years' post-registration experience in areas such as	Development Planning Services
ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline																											
1	Project Manager and Team Leader.	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000, or Registration as a Professional Planner in terms of the Planning Profession Act, 2002. Must have at least 10 years' post-registration experience in participation in, or leading multi-disciplinary teams of professionals in undertaking the development and implementation of Integrated Infrastructure Investment Plans (IIIP), Infrastructure Master Plans, Land Use Plans, Spatial Plans, and financial plans that lead to the delivery of municipal services (water, sanitation, roads, storm water, electricity, etc.), facilities and related physical infrastructure in South Africa.	Project Leadership, Management Coordination and Administration Services.																											
2	Civil Engineer (Water, Sanitation and Waste Management Infrastructure).	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the water, sanitation and waste management infrastructure sectors in South Africa.	Civil Engineering Services: (Water, Sanitation and Waste Management Infrastructure Services).																											
3	Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure).	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the roads and transport infrastructure in South Africa.	Civil Engineering Services: (Roads, Rail, Storm Water and Transport Infrastructure Services)																											
4	Electrical Engineer (Electricity / Energy Infrastructure).	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years post-registration experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP) or Infrastructure Master Plans in the electricity and energy infrastructure in South Africa.	Electricity / Energy Infrastructure Services																											
5	Development or Spatial Planner.	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003. Must have at least 5 years' post-registration experience in areas such as	Development Planning Services																											

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

Clause number	Tender Data				
				urban and regional planning, development planning, spatial planning and land use modelling in the municipal environment - - e.g., integrated planning, municipal spatial planning, precinct and layout planning, land use planning, implementation of SPLUMA and MSDF.	
	6	Municipal Finance Expert / Infrastructure Investment Analyst.	x1	Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 5 years post-registration experience in the municipal finance, financial analysis, financial modelling, financial planning, and Project Finance areas.	Municipal Finance and Infrastructure Investment Analysis
	7	Geo-Information Science (GISc) Expert.	x1	Bachelors' Degree in Geomatics, Geo-Informatics, Information Science or Land Surveying. Must be registered as a Professional Geo-Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors established in terms of the Professional Land and Technical Surveyors (PLATO) Act No. 40 of 1984, (or registered by the South African Geomatics Council in terms of the Geomatics Profession Act - Act 19 of 2013), and preferably be a member of the Geo-Information Society of South Africa (GISSA). Must have at least 5 years post-registration experience in the establishment and operation of GIS systems for public or private sector entities in South Africa.	Geo-Information Science Services
	<p>(2) The tenderer's primary business is to provide services in the built environment and the tenderer has experience in the provision of consulting engineering, infrastructure planning, spatial planning and related services.</p> <p>(3). The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than R5 million in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(4). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate (active Tax Compliance Status (TCS) PIN) issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(5) The Tenderer, or a member of the tenderer's team, is not on the lists of tender defaulters published by National Treasury in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. In addition, the tenderer, or any of his principals, is not/are not under any restriction(s) to do business with the employer.</p>				
F.2.7	The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Attendance register will, or may be, compiled by the DBSA SCM Unit as necessary. Addenda will be posted to the DBSA website for all prospective tenderers to access.				
F.2.10.3	Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.				
F.2.12	No alternative tender offers will be considered.				

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	--

Clause number	Tender Data
F.2.13.1	Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.
F.2.13.3	Electronic submission shall be in two separate folders : (1) Folder 1: Pre-Qualifying and Functionality Proposal documents. (2) Folder 2: Financial Proposal.
F.2.13.4	The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
F.2.13.5	Tender submissions shall be done electronically only as follows: (1) Tenderers are to send requests for Tender Submission Link to the DBSA on lihleSCM@dbsa.org by not later than 16:00 on 21 October 2022 . (2) Tenderers will thereafter receive a OneDrive Link to upload their tender submission documents electronically. (3) Tenderers who receive Tender Submission Links that have errors will be provided new links for use. (4) No late requests for Tender Submission Links will be accepted after 16:00 on 21 October 2022 . Late requests for Tender Submission Links will be disregarded.
F.2.13.10	<i>(Add after clause F.2.13.9)</i> By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
F.2.15	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 120 Days .
F.2.16.2	One (1) Professional Service Provider to be appointed
	The tenderer is required to submit with his tender: 1) An active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services. 2) A copy of the entity's professional indemnity insurance. 3) A declaration signed by all parties that the team used during the functionality assessment is still and will remain in place until the end of the contract period (if applicable). 4) Certified copy of the B-BBEE Certificate / Affidavit.
F.3.4	The Tender offers received will not be opened immediately by the Employer after the closing time. However, a record of the Tender offers received will be made by the Employer immediately after the closing time.
F.3.5	The two-envelope (two-folder) system will be followed for this Tender. Non-adherence to this will disqualify the submission.
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2 : Functionality, Price and Preference.
F.3.11.5	The procedure for the evaluation of responsive tenders is Method 2 modified to comply with the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000, Preferential Procurement Regulations, 2017.

Evaluation Criteria

The tenders will be evaluated in accordance with a modified Method 2 of the CIDB Standard Tender Evaluation Methods in four stages, namely:

- Stage 1 : Responsiveness
- Stage 2 : Quality (Functionality)
- Stage 3 : Financial Offer and Preferential Evaluation
- Stage 4 : Risk Analysis and Other Objective Criteria

Stage 1: Responsiveness

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

- Standard conditions of tender as required.
- Returnable documents completed and signed.
- An active Tax Complaint PIN issued by the South African Revenue Services
- Confirmation of Attendance of compulsory briefing session
- Adherence to the two-envelope process **(Pre-qualifier)**
- Proof of Registration with a recognised professional body/institution of key experts
- Proof of Professional Indemnity Insurance to the value specified in the tender data.
- Submission of National Treasury Central Supplier Database (CSD) Summary Report.
- Submission of electronic copies of all the documents as listed in this Tender.
- In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process **(Pre-qualifier)**
- The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017:
 - (i). an EME or QSE which is at least 51% owned by black people **(Pre-qualifier)**
- NB: "Technical Proposal Folder" should not include any Price Offered/Financial Proposal, failure to submit in separate Folders will lead to the disqualification of your bid/tender

Stage 2: Quality {Functionality}

The following criteria will be used to evaluate and score functionality:

Evaluation criteria	Scoring (for whole or each sub-element where applicable)	Maximum number of points
1. Proposed Methodology and Approach: Details of the proposed methodology and	Excellent = 20 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches, understanding of the Integrated Urban Development Framework (IUDF), SPLUMA, MSDF, and National Treasury's requirements for the preparation and finalisation of annual municipal budgets, and	20

Clause number	Tender Data		
	<p>approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development of a Capital Expenditure Framework and review of Long-Term Financial Plan.</p>	<p>the integration of the budgeting process with the requirements of the SPLUMA. The approach paper details ways to improve the project outcomes and the quality of the outputs</p> <p>Good = 18 points The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.</p> <p>Acceptable = 14 points The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.</p> <p>Poor = 8 points 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.</p> <p>Non-responsive = 0 points No response. Failed to address the methodology and approach.</p>	
	<p>2. Experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.):</p> <p>Tenderer's experience and track record in executing work of similar nature to the development of a Capital Expenditure Framework and review of Long-Term Financial Plan.</p>	<p>Excellent = 30 points Tenderer has demonstrated experience and track record in completing five (5) or more medium-term or long-term Infrastructure Investment Plans (IIP) in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa.</p> <p>Good = 27 points Tenderer has demonstrated experience and track record in completing at least four (4) medium-term or long-term Infrastructure Investment Plans (IIP) in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa.</p> <p>Acceptable = 21 points Tenderer has demonstrated experience and track record in completing at least three (3) medium-term or long-term Infrastructure Investment Plans (IIP) in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa.</p> <p>Poor = 12 points Tenderer has demonstrated experience and track record in completing at least two (2) medium-term or long-term</p>	30

Clause number	Tender Data		
		<p>Infrastructure Investment Plans (IIP) in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa.</p> <p>Non-Responsive = 0 points No response. Failed to provide any evidence of experience and track record or completed less than two medium-term or long-term Infrastructure Investment Plans (IIP) in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) infrastructure sectors in the past 10 years in South Africa.</p>	
	3. Experience of the Tenderer's Proposed Key Resources / Experts: Experience of the proposed team members for key services /disciplines relevant to the development of a Capital Expenditure Framework and review of Long-Term Financial Plan.	1. Project Manager and Team Leader: Excellent: From 20 years upwards post-registration experience = 10 points . Good: From 15 years to less than 20 years = 9 points . Acceptable: From 10 years to less than 15 years = 7 points . Poor: From 5 years to less than 10 years = 4 points Non-responsive: Less than 3 years post-registration experience = 0 points .	10
		2. Civil Engineer (Water, Sanitation and Waste Management Infrastructure): Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points .	5
		3. Civil Engineer (Roads, Storm Water and Transport Infrastructure): Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points .	5
		4. Electrical Engineer (Electricity / Energy Infrastructure): Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points .	5


Clause number	Tender Data		
		5. Development Planner (Municipal Infrastructure): Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points .	5
		6. Municipal Finance Expert / Infrastructure Investment Analyst: Excellent: From 20 years upwards post-registration experience = 5 points . Good: From 15 years to less than 20 years = 4.5 points . Acceptable: From 10 years to less than 15 years = 3.5 points . Poor: From 5 years to less than 10 years = 2 points Non-responsive: Less than 3 years post-registration experience = 0 points .	5
		7. Geo-Information Science (GISc) Expert: Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2.0 points Non-responsive: Less than 2 years post-registration experience = 0 points .	5
	4. Lead Tenderer's Quality Management System: The Lead Tenderer's policies relating to Quality Management with regard to the effective provision of professional services required for the successful development of a Capital Expenditure Framework and review of Long-Term Financial Plan.	Excellent = 10 points Lead Tenderer is SANS 9000 / ISO 9001 certified with proof of certification provided. Lead Tenderer's quality management policy is very comprehensive and is most likely to result in quality work. Good = 9 points Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided. Lead Tenderer's quality management policy is comprehensive and is likely to result in quality work. Acceptable = 7 points Lead Tenderer's quality management policy is basic, workable, and is likely to result in quality work. Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided.	10




The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM


Clause number	Tender Data														
		Poor = 4 points Lead Tenderer's quality management policy is elementary. Lead Tenderer is not SANS 9000 / ISO 9001 certified and has neither undergone, nor is currently undergoing any SANS 9000 / ISO 9001 certification processes with an accredited certification body.													
		Non-responsive = 0 points No response. Failed to provide the required information.													
	Maximum possible score (Points)		100												
	Minimum threshold score for Tenderer's Financial Proposal to be considered		70												
<p>Please note: Tenderers must achieve a minimum overall score of 70 as well as the minimum score per criteria in order to be considered further.</p> <p><u>Stage {3}: Financial Offer and Preference Evaluation</u></p> <p>With reference to the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000: Preferential Procurement Regulations, 2017, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:</p> <table><tr><th colspan="2">Evaluation Criteria</th><th>Points</th></tr><tr><td>1.</td><td>Price</td><td>80</td></tr><tr><td>2.</td><td>Broad Based Black Economic Empowerment</td><td>20</td></tr><tr><td>3.</td><td>Total</td><td>100</td></tr></table> <p>*The contract may be awarded to a tenderer that did not score the highest points, in accordance with section 2(1)(f) of the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000.</p> <p><u>Stage {4}: Risk Analysis & Other Objective Criteria</u></p> <p>a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000, in order to ascertain suitability for award.</p> <p>i) If having passed Responsiveness, the tenderer will again be checked I terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint PIN issued by the South African Revenue Services.</p> <p>ii) Fully compliant and registered with the National Treasury Central Supplier Database.</p> <p>iii) No misrepresentation in the tender information submitted.</p> <p>iv) Any non-performance on DBSA, or DBSA client projects.</p> <p>v) 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; and</p> <p>vi) 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</p>				Evaluation Criteria		Points	1.	Price	80	2.	Broad Based Black Economic Empowerment	20	3.	Total	100
Evaluation Criteria		Points													
1.	Price	80													
2.	Broad Based Black Economic Empowerment	20													
3.	Total	100													

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

Clause number	Tender Data
	<p>employer or potentially compromise the tender process, and persons in the employ of the state (who may be part of the Lead Tenderer, Entities and associated resources in a JV, Consortium, Association, etc.), are permitted to submit tenders or participate in the contract. Proof of such permission for persons in the employ of the state must be submitted by the Lead Tenderer.</p> <ul style="list-style-type: none"> vii) Prohibited from doing business with the public sector viii) Listed on the Register of Tender Defaulters by the National Treasury ix) Convicted by a court of law for fraud and corruption x) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. xi) Financial health of the bidder may be assessed if deemed necessary, to ensure that the PSP will be able to operate as per required deliverables. i) The contents of project specific tender returnables will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach and methodology which are to be included in the contract. ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV's and tendered to work on the program will indeed work on the program and will not be replaced by more junior or less competent resources
F.13.13	<p>Tender offers will only be accepted for evaluation if:</p> <ul style="list-style-type: none"> a) the tenderer submits an active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services or submits an original written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations; b) 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; and c) 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, and persons in the employ of the state (who may be part of the Lead Tenderer, Entities and associated resources in a JV, Consortium, Association, etc.), are permitted to submit tenders or participate in the contract. Proof of such permission for persons in the employ of the state must be submitted by the Lead Tenderer. d) the Tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document.
F.3.17	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
F.4	<p>Additional Conditions of Tender Refer to F.4.1 and F.4.2 below.</p>
F.4.1	<p>Invalid tenders Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> a) If the two-envelope (i.e. two-folder) process was not adhered to, if it was stated as a requirement; b) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data); c) if the tender is not completed in non-erasable ink; d) if the Form of Offer and Acceptance has not been signed; e) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.
F.4.2	<p>Negotiations with preferred tenderers The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> a) does not allow any preferred tenderer a second or unfair opportunity;


	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

Clause number	Tender Data
	<p>b) is not to the detriment of any other tenderer; and c) Does not lead to a higher price than the tender as submitted.</p> <p>Minutes of any such negotiations shall be kept for record purposes.</p>
F.4.3	<p>Tender Offers are divided into THREE Parts corresponding to the support to the respective municipalities as follows:</p> <ul style="list-style-type: none"> i. RFP298/2022 [PART A]: Development of a Capital Expenditure Framework and Review of Long-Term Financial Plan of Saldanha Bay Local Municipality. ii. RFP298/2022 [PART B]: Development of a Capital Expenditure Framework and Review of Long-Term Financial Plan of Overstrand Local Municipality. iii. RFP298/2022 [PART C]: Development of a Capital Expenditure Framework and Review of Long-Term Financial Plan of Swartland Local Municipality. <p>Tenderers may wish to submit Offers for all, or for some, of the municipalities cited above.</p>

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	13
T2.2 Returnable Schedules	14

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	--

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

In terms of this Request for Proposals (**RFP298/2022**), the following documentation must be submitted for the tender response to be deemed valid for consideration:

- ~~T2.2.1: Non Compulsory (virtual) Briefing Session: Declaration of Attendance~~
- T2.2.2: Record of Addenda to Tender Documents
- T2.2.3: Proposed Amendments and Qualifications by Tenderer
- T2.2.4: Compulsory Enterprise Questionnaire
- T2.2.5: Certificate of Authority for Joint Ventures
- T2.2.6: Tenderer's active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services (SARS).
- T2.2.7: Tenderer's Central Supplier Database Summary Report
- T2.2.8: Bid Commitment and Declaration of Interest
- T2.2.9: Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.10: Certificate of Independent Bid determination [SBD 9]
- T2.2.11: Professional Indemnity Insurance
- T2.2.12: Preferencing Schedule:
- T2.2.13: Copy of Joint Venture Agreement
- T2.2.14: Evaluation Schedule: Proposed Methodology and Approach
- T2.2.15: Evaluation Schedule: Experience and Track Record of the Tenderer in Executing Work of Similar Nature
- T2.2.16: Evaluation Schedule: Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts
- T2.2.17: Evaluation Schedule: Lead Tenderer's Quality Management System

2. Other documents required for tender evaluation purposes

- a) A copy of the Joint Venture Agreement (if applicable), Consortium or Association Agreements which is to be appended to Schedule T2.2.13 (to illustrate validity of previous commitment)

3. C1.1 The offer portion of the Schedule C1.1 Offer and Acceptance

4. C1.2 Contract Data (Part 2)

5. C2.2 Price Schedule



The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

T2.2.1 BRIEFING SESSION – DECLARATION OF ATTENDANCE

Where applicable, the DBSA may choose to utilise an Attendance Register at the Brief that will be used as the proof of attendance.

TENDER NUMBER			
TENDER DESCRIPTION	DEVELOPMENT OF A CAPITAL EXPENDITURE FRAMEWORK AND REVIEW OF LONG-TERM FINANCIAL PLAN OF OVERSTRAND LOCAL MUNICIPALITY		
TENDER CLOSING DATE		CLOSING TIME	

DBSA is acting as the Programme Implementing Agent (PIA) on behalf of the **Overstrand Local Municipality**. The goods / services are therefore required by the Customer Department / Institution, as indicated in this tender documentation.


CUSTOMER DEPARTMENT	OVERSTRAND LOCAL MUNICIPALITY						
BRIEFING SESSION	Yes	X	No		DATE		TIME
VENUE							

I/We hereby declare that I/we attended the non-compulsory briefing session to understand the requirements of the DBSA in order to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents, on the terms and conditions and in accordance with the specifications stipulated in the tender documents.

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT
THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

TENDERER (OR ASSIGNEE(S) NAME		POSITION		SIGNATURE		DATE	
FULL COMPANY NAME							
DBSA OFFICIAL NAME		POSITION		SIGNATURE		DATE	

SIGNATURE OF DBSA
REPRESENTATIVE

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

T2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

I/We confirm that the following communication received from the Employer before the submission of this tender, amending the tender documents, have been taken into account in this tender submission and are attached herewith

ID	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

All Addenda to be attached to this page. Attach additional pages of this table if more space is required.

SIGNED ON BEHALF OF TENDERER: **Date:**.....

T2.2.3 PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL
		<div> Please note that no Proposed Amendments, Qualifications and Deviations are allowed in this Tender and this schedule should NOT be completed, but it must be signed by the Tenderer. </div>

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

SIGNED ON BEHALF OF TENDERER: **Date:**.....

T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:
Physical address of enterprise:
(LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Date tenderer commenced provision of services in built-environment

Section 6: Record of service of the state

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

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <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"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <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"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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;
- 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 with the Employer and his Agents that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: Please attach company registration /incorporation documents to this page

SIGNED ON BEHALF OF TENDERER:

Date:



The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

Non-Collusion Form

I, the undersigned

In my capacity as

(insert Sole Owner, Partner, Director, President, Secretary or other title)

Of _____

(insert name of the Company).

Acknowledges that on behalf of the above-mentioned Company, I submit to Development Bank of Southern Africa, a tender and that all statements in such tender are of fact and are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person , Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.


That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of Development Bank of Southern Africa, or any other bidder or anyone interested in the proposed contract.

That prior to the opening and reading of bids,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or anyone else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender.
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.
- d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereof, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at _____ on this _____ day of _____

Signed on behalf of the tenderer

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---


T2.2.5 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer (in support of our expression of interest) in joint venture, consortium or association under a formal legal arrangement and hereby authorize Mr./Ms, authorised signatory of the company, joint venture, consortium, association, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement, Consortium Agreement, or Association Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	--

T2.2.6
TENDERER’S VALID TAX COMPLIANCE STATUS (TCS) PIN


IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT’S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the active Tax Compliance PIN will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance PIN of the main Joint Venture Partner as well as that of all the Joint Venture Partners must be appended to this page.

SIGNED ON BEHALF OF TENDERER:

Date:

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

T2.2.7:

TENDERER’S CENTRAL SUPPLIER DATABASE SUMMARY REPORT

Tenderers are to append the summary report of the Government’s Central Supplier Database in respect of the Tenderer, or of the main JV Partner to this page.

Tax Compliant Status and CSD Registration Requirements


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

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

CSD Registration Number:	
--------------------------	--

SIGNED ON BEHALF OF TENDERER:

Date:

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---


T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST

PART A: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents to the Development Bank of Southern Africa (DBSA), on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - a) the offer herein shall remain binding upon me/us and open for acceptance by the DBSA during the validity period indicated and calculated from the closing time of the bid;
 - b) this tender and its acceptance shall be subject to the terms and conditions contained in the tender documents and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act – PPPFA 2017 with which I am/we are fully acquainted;
 - c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DBSA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the DBSA and I/we will then pay to the DBSA any additional expense incurred by the DBSA having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the DBSA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DBSA may sustain by reason of my/our default;
 - d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - e) the law of the Republic of South Africa shall govern the contract to be created by the acceptance of my/our tender and that I/we choose *domicile citandi et executandi* in the Republic at (full address of this place);

FULL ADDRESS	
--------------	--

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

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from the contract to be entered into, may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in this tender document. If in the affirmative, state names(s) of Tenderer(s) involved

* Delete whichever is not applicable.

<p>OTHER TENDERERS INVOLVED</p>	
---	--

7. AUTHORIZATION

<p>Are you duly authorized to sign the bid?</p>	INDICATE			
	Y		N	

8. DECLARATION

<p>Has the Declaration of Interest (part B of this form) been duly completed?</p>	INDICATE			
	Y		N	

T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST [Continued]
PART B: DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.


10.1 Full Name of Tenderer or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below	

^{**}State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

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

10.7 Are you or any person connected with the Tenderer, presently employed by the state?	Y		N	
If so, furnish the following particulars	Name of person/Director/shareholder/member:			
	Name of Institution to which the person is connected:			
	Position occupied in the institution:			
	Any other particulars:			

	<p align="center">The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	---	---


10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y		N	
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid).	Y		N	
If no, furnish reasons for non-submission of such proof				

10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y		N	
If YES, furnish particulars				

10.10 Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender?	Y		N	
If so, furnish particulars				

10.11 Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?	Y		N	
If so, furnish particulars				

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract?	Y		N	
If so, furnish particulars				

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

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

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

DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE **DBSA** MAY ACT AGAINST ME BY DISQUALIFYING MY TENDER AND BY TAKING ANY OTHER NECESSARY ACTION SHOULD THIS DECLARATION PROVE TO BE FALSE.


NAME AND SIGNATURE OF TENDERER AND ASSIGNEES	Name: _____	DATE		POSITION	
	Signature: _____				

T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The tenderer is obliged to complete the following declaration and where necessary furnish the required particulars in relation to persons or firms that are, or have been:

- a) Prohibited from doing business with the public sector
- b) Listed on the Register of Tender Defaulters by the National Treasury
- c) Convicted by a court of law for fraud and corruption
- d) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Was any contract between the Tenderer and any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief and knowledge both true and correct.


Signature:	
Date:	
Name:	
Position:	
Respondent:	

T2.2.10 CERTIFICATE OF INDEPENDENT BID DETERMINATION [SBD 9]
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

{(Bid (Tender) Number and Description)}

in response to the invitation for the bid made by:


(Name of Institution)

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

I certify, on behalf of: _____ that:

[Name of Tenderer (Tenderer)]

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 Tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying bid has been authorized by the Tenderer to determine the terms of, and to sign the bid, on behalf of the Tenderer;
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 Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date


.....

Position

.....

Name of Tenderer (Tenderer)

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

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

T2.2.11
PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1. of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, consortium or association, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

DETAILS OF PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IN RESPECT OF EACH CLAIM

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.12
PREFERENCING SCHEDULES: BBBEE
PREFERENTIAL PROCUREMENT POLICY FRAMEWORK Act 2000 GG 20854 of 3 Feb 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to {not exceed} R50 000 000 (all applicable taxes included) and therefore the {80/20} preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

ITEM / DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.4.1 if it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

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

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract, subject to “Other Objective Criteria” listed under the Tender Data.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

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

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract
- 5.8 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

ii) The name of the sub-contractor:

.....

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

iv) Whether the sub-contractor is an EME/ QSE.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION


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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:


i) The information furnished is true and correct;

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

T2.2.13
COPY OF JOINT VENTURE AGREEMENT

- i) Tenderers are to append a copy of the Joint Venture Agreement (if applicable), Consortium, or Association Agreements or Letters to this schedule.
- ii) Declaration of the team that all team members are still as per submission during the functionality assessment stage, if functionality is applicable.
- iii) Tenderers who invited from an approved Panel, may only submit a bid in the name of the invited company. Any subsequent contracting that may arise, will only be concluded with the invited company.

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.14 EVALUATION SCHEDULE: PROPOSED METHODOLOGY AND APPROACH


The proposed methodology and approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to development facilitation, environment, health and safety. The approach paper should articulate what value-add the respondent will provide in achieving the stated objectives for the project with due recognition of the partnership approach to be followed in this assignment with the Western Cape Government and the local municipality.

The respondent must explain his / her 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 include the methodologies to be adopted to achieve the intentions of the proposed approach. The approach should include a project plan that outlines processes, procedures and associated resources, the constraints and times to achieve requirements. Further, it ought to indicate risk management, quality assurance measures to be effected, and accelerated delivery methods to be used to ensure delivery within anticipated programme.


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

The respondent must attach his / her approach paper to this page. The approach paper **should not be longer than five (5) pages**. The scoring of the methodology and approach will be as outlined in F.3.11.5 of the Tender Data.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Bidder, confirms that the contents of this schedule are within their knowledge and are to the best of their belief both true and correct.

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

Signature:	
Date:	
Name:	
Position:	
Respondent:	

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

T2.2.15 EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE

The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development of the Capital Expenditure Framework (CEF) and/or Long-Term Financial Plans (LTFP) over the past 10 years will be evaluated. In this regard, Tenderers should **briefly describe their experience in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP), Land Use Planning, and Financial Planning** related to the delivery of services in the built environment and attach it to this schedule. The description should be put in the Tables provided below and attached to this schedule. The scoring of the Tenderer's experience will be as outlined in F.3.11.5 of the Tender Data.

Schedule T2.2.15: Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature

SCHEDULE T2.2.15: EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS: In the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP), Land Use Planning and Financial Modelling related to the delivery of services in the built environment (e.g., for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP), Land Use Planning and Financial Planning related to the delivery of services in the built environment (e.g., for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

SCHEDULE T2.2.15: EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS: In the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP), Land Use Planning and Financial Modelling related to the delivery of services in the built environment (e.g., for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP), Land Use Planning and Financial Planning related to the delivery of services in the built environment (e.g., for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended




The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

SCHEDULE T2.2.15: EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS: In the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP), Land Use Planning and Financial Modelling related to the delivery of services in the built environment (e.g., for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa.


Employer, contact person and telephone number and email address	Description of Professional Services Provided in the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP), Land Use Planning and Financial Planning related to the delivery of services in the built environment (e.g., for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10 years in South Africa.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

Tenderers are to submit a Reference Letter in support of the claimed experience / track record of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development of medium-term or long-term Integrated Infrastructure Investment Plans (IIIP), Land Use Modelling and Financial Planning related to the delivery of services in the built environment (e.g. for human settlements, industrial / commercial developments, water, sanitation, electricity, roads, storm water, etc.) in South Africa over the past 10 years.

The template of the Letter of Reference is attached to this schedule and must be submitted by the Tenderer.

Please, note that failure to submit Reference Letter (on the Client's Letterhead) of the completed previous work will automatically result to the experience not recognised. The reference should be addressed to one of the bidding organisation(s). With respect to subcontracted References, note that subcontracted professional services will need to be confirmed by the Client or Implementing Agent of the project.

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	--

LETTER OF REFERENCE

[To be provided by each Employer cited in SCHEDULE T2.2.15]

Please Note: Letters of Reference provided by Clients to the Tenderer in the past 10 Years will be accepted.

TO WHOM IT MAY CONCERN

This letter serves to confirm that the Tenderer.....
 successfully provided the professional services described below and cited in SCHEDULE
 T2.2.15:


*Description of Professional Services Provided by the Tenderer in the area of
 Development of medium-term to long-term Integrated Infrastructure Investment Plans
 (IIIP), Land Use Planning and Financial Planning related to the delivery of services in
 the built environment (e.g., for human settlements, industrial / commercial
 developments, water, sanitation, electricity, roads, storm water, etc.) in the past 10
 years in South Africa:*

.....

I, the undersigned, duly authorised to do so on behalf of the Employer providing this
 reference, confirm that the content of this schedule is to the best of my belief both true and
 correct.

Signed:		Date:	
Name:		Position:	
Contact details:			

STAMP OF EMPLOYER
 PROVIDING THE REFERENCE

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

T2.2.16 EVALUATION SCHEDULE: EXPERIENCE AND QUALIFICATIONS OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

The tenderer is referred to clause F.3.11.5. of the Tender Data and shall insert in the spaces provided below details of the key experts and other personnel required to be in the employment of the tenderer or from a professional services provider consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual of not more than five (5) pages must be appended to this schedule.

The experience of proposed team members in relation to the scope of work will be evaluated from the:

- i. **Post-registration experience** in the relevant area outlined in Clause F.3.11.5 of the Tender Data.

A CV of each of the Tenderer's proposed Key Resources / Experts of not more than 5 pages should be attached to this schedule as per the template provided in this schedule. Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post-graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

Furthermore, the experience of the proposed Key Resources / Experts is to be summarized in the Summary Tables provided in this section.

The tenderer must ensure that, if selected for the assignment, the nominated staff will be assigned as proposed to meet the minimum requirements. Failure to do so may result in the award being cancelled by the Employer.

The scoring of the points for the Experience of the Tenderer's proposed Key Experts will be as outlined in F.3.11.5 of the Tender Data.



The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

KEY EXPERT 1: Project Manager & Team Leader

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN INTEGRATED INFRASTRUCTURE INVESTMENT PLANS (IIIP), INFRASTRUCTURE MASTER PLANS, LAND USE PLANNING, GIS SYSTEMS, SPATIAL PLANNING AND FINANCIAL PLANNING RELATED TO THE DELIVERY (PLANNING AND IMPLEMENTATION) OF SERVICES IN THE BUILT ENVIRONMENT [E.G., BUILDINGS, MUNICIPAL SERVICES (WATER, SANITATION, ROADS, STORM WATER, ELECTRICITY, ETC.)] AND RELATED PHYSICAL INFRASTRUCTURE IN SOUTH AFRICA

KEY EXPERT 2: Civil Engineer (Water, Sanitation and Waste Management Infrastructure)

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OF MEDIUM-TERM OR LONG-TERM INTEGRATED INFRASTRUCTURE INVESTMENT PLANS (IIIP) OR



The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

				INFRASTRUCTURE MASTER PLANS AND RELATED FINANCIAL PLANNING IN THE WATER, SANITATION AND WASTE MANAGEMENT INFRASTRUCTURE SECTORS IN SOUTH AFRICA.

KEY EXPERT 3: Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure).

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OF MEDIUM-TERM OR LONG-TERM INTEGRATED INFRASTRUCTURE INVESTMENT PLANS (IIIP) OR INFRASTRUCTURE MASTER PLANS AND RELATED FINANCIAL PLANNING IN THE ROADS, RAIL, STORM WATER, AND TRANSPORT INFRASTRUCTURE SECTORS IN SOUTH AFRICA.



The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

KEY EXPERT 4: Electrical Engineer (Electricity / Energy Infrastructure).

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OF MEDIUM-TERM OR LONG-TERM INTEGRATED INFRASTRUCTURE INVESTMENT PLANS (IIIP) OR INFRASTRUCTURE MASTER PLANS AND RELATED FINANCIAL PLANNING IN THE ELECTRICITY / ENERGY INFRASTRUCTURE SECTORS IN SOUTH AFRICA.



The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

--	--	--	--	--

KEY EXPERT 5: Development Planner.

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN URBAN AND REGIONAL PLANNING, DEVELOPMENT PLANNING, LAND USE PLANNING, SPATIAL PLANNING, SPLUMA, MSDF, ETC. IN SOUTH AFRICA

KEY EXPERT 6: Municipal Finance Expert / Infrastructure Investment Analyst.



The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN MUNICIPAL FINANCE, FINANCIAL ANALYSIS, FINANCIAL PLANNING AND MODELLING, PROJECT FINANCE, ETC. IN SOUTH AFRICA

KEY EXPERT 7: Geo-Information Science (GISc) Expert.

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE ESTABLISHMENT AND OPERATION OF GIS SYSTEMS FOR PUBLIC OR PRIVATE SECTOR ENTITIES IN SOUTH AFRICA




The Tender

Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

--	--	--	--	--

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

CURRICULUM VITAE TEMPLATE (Page 1 of 3)

Proposed role in the project	
1. Surname	
2. First Name	
3. Date and place of birth	
4. Nationality	
5. Membership of Professional Bodies and Professional Registration with date achieved.	Professional Body / Association:
	Registration (Membership) Number:
	Date of Registration:

6. Education / Qualifications


Institution (date from – Date to)	Diploma(s) or Degree (s)) obtained

7. Post-Registration Diploma/ Graduate Experience

Company/Organisation	(Date from – Date to)	Years of Employment	Position

8. Key Experience Relevant to Project

9. Knowledge of issues pertinent to project

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---


CURRICULUM VITAE TEMPLATE (Page 2 of 3)

10. Post-Registration Experience in the delivery (planning and implementation) of buildings, municipal services (water, sanitation, roads, storm water, electricity, etc.) and related physical infrastructure in South Africa.

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

	Cell:
	e-mail:

CURRICULUM VITAE TEMPLATE (Page 3 of 3)

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:


Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

I,, hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team for Bidder and make myself available for this project.

Signature:.....

Date:

Commissioner of Oath Stamp

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

(The declaration must be signed by the individual himself/herself only and not any other person)

The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

T2.2.17 EVALUATION SCHEDULE: LEAD TENDERER'S QUALITY MANAGEMENT SYSTEM


The Lead Tenderer's policies relating to quality management shall be evaluated in relation to the indicative scope of work and the required services thereof.

The Lead Tenderer providing the required infrastructure investment planning, financial analysis, project implementation and associated project support services in a JV, Consortium or Association, should submit a copy of their quality management policy to this schedule.

Tenderers should attach to this schedule a copy of the Lead Tenderer's Quality Management Policy and proof of achieving SANS 9000 / ISO 9001 certification, or alternatively, proof of currently undergoing the certification process.

The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---


COVER PAGE TO FINANCIAL PROPOSAL

FINANCIAL PROPOSAL [TO BE PUT IN A SEPARATE ELECTRONIC FOLDER]

NAME OF TENDERER	
SIGNATURE OF TENDERER (Duly Authorized)	
CLOSING DATE AND TIME OF SUBMISSION	23:55hrs on Friday 28 October 2022
PLACE OF SUBMISSION	Designated Electronic Folder (Tender Depository) Indicated by DBSA Supply Chain Management (SCM) for this Tender


*Note: This is a **Two-Envelope (Two-Folder) Tender**. Therefore the contents of this RFP document from this cover Page to the end of this document must be placed in a separate envelope (electronic folder) marked **"Financial Proposal"**.*

Failure to separate this financial proposal from the technical (functional) proposal will result in a disqualification of the tender submission.

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	--

Part C1: Agreements and Contract Data

Pages	
C1.1 Form of Offer and Acceptance	64
C1.4 Contract Data	68
C1.5 Occupational Health and Safety Agreement	75

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 (PART A): OFFER: SALDANHA BAY LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP298/2022 [PART A]: Development of a Capital Expenditure Framework and Review of Long-Term Financial Plan of Saldanha Bay Local Municipality.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR THE CEF AND LTTP OF SALDANHA BAY LM IS:


{Rand}
..... (in words);
{R} (in figures).

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

Signature
Name
Capacity

For the tenderer

Name of Tenderer
Address of Tenderer)
Name of witness
Signature of witness Date

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 (PART A): ACCEPTANCE: SALDANHA BAY LM

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, [which includes this Agreement (i.e. Form of Offer and Acceptance)]
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Signature

Name


Capacity

**for the
Employer** **Development Bank of Southern Africa Limited**
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province

Name of witness

Signature of witness

Date

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.1 (PART B): OFFER: OVERSTRAND LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP298/2022 [PART B]: Development of a Capital Expenditure Framework and Review of Long-Term Financial Plan of Overstrand Local Municipality.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR THE CEF AND LTFP OF OVERSTRAND LM IS:

{Rand}
..... (in words);
{R} (in figures).

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

Signature

Name

Capacity


For the tenderer

Name of Tenderer

Address of Tenderer)

Name of witness

Signature of witness Date

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 (PART B): ACCEPTANCE: OVERSTRAND LM

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, [which includes this Agreement (i.e. Form of Offer and Acceptance)]
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Signature

Name


Capacity

**for the
Employer** **Development Bank of Southern Africa Limited**
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province

Name of witness

Signature of witness

Date

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.1 (PART C): OFFER: SWARTLAND LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP298/2022 [PART C]: Development of a Capital Expenditure Framework and Review of Long-Term Financial Plan of Swartland Local Municipality.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR THE CEF AND LTFP OF SWARTLAND LM IS:

{Rand}
..... (in words);
{R} (in figures).

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

Signature

Name

Capacity


For the tenderer

Name of Tenderer

Address of Tenderer)

Name of witness

Signature of witness Date

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 (PART C): ACCEPTANCE: SWARTLAND LM

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, [which includes this Agreement (i.e. Form of Offer and Acceptance)]
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Signature

Name


Capacity

**for the
Employer** **Development Bank of Southern Africa Limited
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province**

Name of witness

Signature of witness

Date

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)


Capacity

Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness

Signature of witness Date

	The Tender	Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

C1.2 CONTRACT DATA

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **CIDB's Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-forma attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

*Add the following to the definition of **Employer**:*

The **Employer** is the **Development Bank of Southern Africa Limited**

*The definition of **Project**:*

The project is the **Development of a Capital Expenditure Framework and Review of Long-Term Financial Plan of Saldanha Bay LM, Overstrand LM and Swartland LM.**


*Add the following to the definition of **Period of Performance**:*

The period of performance is **Twelve (12) months** in each municipality.

*Add the following to the definition of **Service Provider**:*

The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

*Add the following to the definition of **Start Date**:*

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

The **Start Date** in each municipality is the date when the Tenderer/Service Provider is introduced by the Employer to the respective municipalities.

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorized and designated representative of the Employer is: **Ms. Catherine Koffman: Development Bank of Southern Africa (DBSA)**

The address for receipt of communications is:

Telephone: (011)3133911.....

Facsimile: (011)206 3609.....

E-mail: CatherineK@dbsa.org.....

Postal Address: P. O. Box 1234, Halfway House 1685

Physical Address: 1258 Lever Road,

Headway Hill, Midrand.....

Gauteng Province.....

Clause 3.5:

Add the following:

The location(s) for the performance of the Project will be respective municipal offices and municipal areas of Saldanha Bay LM, Overstrand LM, and Swartland LM, offices of the Western Cape Department of Local Government (WCDLG), offices of the Western Cape Department of Environmental Affairs and Development Planning (WCDEADP), offices of the DBSA, and Offices of the Tenderer and Tenderers Joint Venture partners.

Clause 3.9.1 and Clause 3.9.2:

Add the following:

The Service Provider shall not be entitled to apply to the Employer for an upward change (increase) in the Contract Price during the Period of Performance. Any changes to the Period of Performance that are granted by the Employer shall be without additional costs, as these changes shall be granted without any increase in the Contract Price.

Clause 3.9.3

Add the following:

The time-based fees (hourly rates) as stated in the Pricing Data are only applicable for additional Services requested and approved by the Employer, which were not part of the initial Services stipulated in the Scope of Work.

Clause 3.12.1

Add the following:

The daily penalty is 0.5% of the Contract Price up to a maximum amount of 100% of the Contract Price shall apply.


Clause 3.15.1:

Add the following:

The programme shall be submitted within 7 days of receipt by the Employer of the Service Provider's signed acceptance of the Employer's letter of the Service Provider's appointment and the contents thereof.

Clause 3.16.2:

Add the following:

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

Clause 4.7

Add the following:

For payment purposes, refer to Part C2.1: Pricing Assumptions for the basis and assumptions on the pricing and on the basis of payment.

Insert:

Payment to the Service Provider shall be upon the completion of the following:

- The achievement (completion) of specific deliverables associated with the provision of the respective required services.
- Sign off (approval and acceptance) of the completed deliverables by the Project Steering Committee (PSC) established between the Employer and the beneficiary Municipality on the project.
- Sign off by the beneficiary Municipality's authorized representative, of the Employer's Disbursement Claim Form.
- Submission by the Service Provider to the Employer of the relevant invoice together with the above items of supporting and approval documentation.

Any payment made to the Service Provider shall remain due and refundable to the Employer on first demand in the event Service Provider is unable to pay for services rendered to other service providers on behalf of the Employer, the contract has come to an end, and or there was an over claim and payment failing which the Employer shall be entitled to withhold any payments due to the service provider.

Clause 5.4.1:

Add the following:

The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover:

1. **Professional Indemnity Insurance** providing cover in an amount of not less than **R5 million** in respect of each and every claim during the period of insurance.
2. **Public Liability Insurance** with a limit of indemnity of not less than **R10 million** for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.**

And shall provide proof of insurance with its tender submission and or within seven (7) days of the Letter of Appointment.

The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Act Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken plus 10%.


Clause 5.5:

Add the following:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the Employer and a contractor, and instructions to contractors requiring significant scope changes, removal of work or which may increase the contract price of such contract
4. Appointing Subcontractors (i.e. Sub-Consultants) for the performance of any part of the Services

Clause 7.2:

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

7.2.1 The Service Provider is required to provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications, and estimated periods of engagement on the performance of the Services in the Personnel Schedule located in contract data Part C1.2.

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services on the **Start Date** defined above.

Clause 8.4.1:

Add the following:

Upon termination the Service Provider shall compile and submit to the Employer within 30 days but before final payment is made, a schedule of all documents and records, permits, reports, recordings relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work Inclusive of the Final Account based on work done and work still to be completed as per the approved scope of work.

Clause 8.4.3(c):

Add the following:

The period of suspension under Clause 8.5 is not to exceed 2 months.

Clause 8.4.4:

Add the following:

The Service Provider's remuneration and reimbursement shall be subject the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits, reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

Clause 9.1:

Add the following:

Copyright of documents, software tools and hardware tools prepared for the project, and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer.

Clause 9.3:

This clause is to be deleted.

Clause 11.1:

Add the following:

A Service Provider may not subcontract any work which he has the skills and competency to perform, unless he/she has the Employer's prior written approval and may not subcontract more than 30% of the value of the professional fees relating to the full scope of service.

The Service Provider may be requested to procure additional specialist consultants and a recommendation of such appointment will be defined by submission of detailed scope of work to be done, program and three quotations or procurement method prescribed by the Employer.


Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

Add the following:

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

In the event that the parties fail to agree on a mediator, the mediator is nominated by the Deputy Director-General: Inter-Governmental Fiscal Relations, Department of National Treasury.

Clause 12.2.4:

Add the following:

Final settlement is by **arbitration**. In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

Clause 14.2

Replace Clause 14.2 with the following:

Amounts due to the Service Provider shall, as far as practicable, be paid by the Employer within thirty (30) Days of receipt by the Employer of the correct invoice with the relevant substantiation of work (deliverables) completed. The Employer shall take all reasonable, effective and efficient steps to pay the amounts due to the Service Provider within 30 days. No interest shall accrue on unpaid amounts beyond the 30 days on the invoices submitted by the Service Provider to the Employer.

Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, and or the Service Provider fail to provide the service to the satisfaction of the Employer and or fail to carry a legal and proper instruction of the Employer, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer or the Employer's requirement have been met.

Add the following new Clause after Clause 14.4:

Clause 14.5: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 15:

Add the following:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

C1.2 CONTRACT DATA [Continued]
Part 2: Data provided by the Service Provider

Clause 1. The Service Provider is:

.....

Postal Address:

Physical Address:

.....

Telephone:

Facsimile:

Clause 5.3. The authorized and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:


Address:

Telephone:

Facsimile:

Clause 5.5 and Clause 7.1.2. The Service Provider's Key Persons / Experts and their jobs /functions in relation to the Services are:

NAME OF KEY RESOURCE / EXPERT	POSITION IN SERVICE PROVIDER'S TEAM	SPECIFIC DUTIES
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		


	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

Clause 7.2.1. The Service Provider's Personnel Schedule is as outlined in the Table below *(Additional copies of this table can be used if necessary)*:

NAME	TITLE / POSITION	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT ON THE SERVICES (weeks)

SIGNED ON BEHALF OF TENDERER

DATE

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	--

C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

HEALTH, SAFETY AND ENVIRONMENTAL AGREEMENT BETWEEN EMPLOYER AND A PROFESSIONAL SERVICE PROVIDERS

Person responsible for this contract:

.....

Contract Number:

WRITTEN AGREEMENT BETWEEN

DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)

.....

EMPLOYER

AND


.....

Professional Service Provider(s) (hereinafter referred to as “the Mandatory”)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS AMENDED.

I (name) representing
..... **(Company) (Mandatory)** do hereby acknowledge that
..... **(Mandatory name)** is an employer in its own right with
duties as prescribed in the Occupational Health and Safety Act No (85 of 1993, as amended) and I
agree to ensure that all work will be performed, or machinery and plant used in accordance with the
provisions of the said Act. I furthermore agree to comply with all other relevant Acts while providing a
service to the **DBSA** (Employer).

I acknowledge having received the necessary induction/training regarding the rules and regulations of
DBSA (Employer) I will ensure that all Contractors and Sub-contractors are properly informed and
adhere to all the rules and regulations and relevant legislation while on the premises. I will liaise with
the person responsible, should I, for whatever reason, not be able to complete the task/project or

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

perform in the terms of this agreement.

My company is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational and Diseases Act, 1993 (Act No. 130 of 1993). My registration number is.....

We/I also agree that; the **Mandatory**, by their signatures hereto, do unreservedly and irrevocably indemnify **DBSA** (Employer) and hold it harmless against all the clause demands, actions, clauses of actions and suits at law, which may be made or instituted against it for:

- any death, injury or incident to the Mandatory's Consortium, Consultant and/or Sub-consultant, Contractor, Sub-contractor and/or their employees or any agent customer or visitor of the Contractor;
- any damage caused to property of the **Mandatory**, Contractor, Sub-contractor, and/or their employees or any agent customer or visitor of the Contractor, including any loss of such property from whatsoever, while on the premises; and
- any claims resulting from non-compliance with legislation.

Reporting

The Mandatory and/or his designated person, appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act"), shall report to the Risk Control Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

Warranty of compliance

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described, are at all times adhered to by himself and his employees.

The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of any of his employees while they are on the Employer's premises.

Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16(1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.

Appointments and training

The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions that are pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users of any materials or operators of any machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises is done under strict supervision and that no unsafe or unhealthy work-practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee, with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees. However the parties may make

arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

Cooperation

The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

Work procedures

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilize the documents.

The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with, and adhere to, such safe work practices.

The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

Health and safety meetings

If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. The Employer may elect to permit the Mandatory's health and safety representatives to attend the Employer's health and safety committee meetings.

Compensation registration

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

Incident reporting and investigation

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such an incident.

Sub-contractors

The Mandatory shall notify the Employer of any sub-contractor he may wish to perform work on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

1. The Mandatory shall ensure that training, as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
2. The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline.
3. The Mandatory shall inform the Employer of any Health and Safety hazard and/or issue that the subcontractor may have brought to his attention.
4. The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

Security and access

The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work to enter the premises.

The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.

The Mandatory shall ensure that all materials, machinery or equipment brought by himself onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

Fire precautions and facilities

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

Hygiene and cleanliness

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

No nuisance

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.


The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

Intoxication not allowed

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as of the potential side-effects of the medication.

Personal protective equipment

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The Mandatory shall further ensure that his

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---

responsible persons and employees wear the PPE issued to them at all material times.

Plant, machinery and equipment

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are of sound order at all times and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer's unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

Transport

The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.


Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Control Manager of the Employer.

Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's workmen are present on the Employer's premises.

Headings

	<p align="center">The Tender</p>	<p>Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	---	---

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Confirmation and Acceptance	Initials
I _____ confirm that I have read and understood the appointment as set out above.	
I _____ confirm that I have read and understood the appendices and confirm my intention to comply with all the legal requirements.	
I _____ confirm my acceptance and understanding of the assigned responsibilities and duties involved.	
I _____ confirm that I have received training in the assigned responsibilities and duties required of me.	

THUS AGREED TO AND SIGNED AT _____ on this the _____ day
of _____ 2021, in the presence of the undersigned witness:

Signature _____ Date _____

Witness Name _____ Signature _____


Signed on behalf of (Mandatory / Professional Service Provider)

THUS AGREED TO AND SIGNED AT _____ on this the _____ day
of _____ 2016, in the presence of the undersigned witness:

Signature _____ Date _____

Witness Name _____ Signature _____

Signed on behalf of DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (Employer)

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	--

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	84 – 86
C2.2 Pricing Data / Price Schedules	87

C2.1 PRICING ASSUMPTIONS

GENERAL ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.


1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.
2. The bidder must price for normal services as contained in the Government Gazette.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them: The fee scales shall be calculated as per the relevant latest Government Gazette of the Guidelines to Scope of Services and Tariffs of Fees for the various disciplines reduced by any applicable discounts.

WORD	MEANING
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work and may (where required) be expressed as a percentage of the estimated construction contract value or part thereof.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fees and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data and in the Scope of Work, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-base fees shall be adjusted for the extension with respect to their appointment


term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall **not** revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies.

8. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.
9. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
10. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken.
11. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the CIDB Professional Services contract.
12. **Limitation to Hourly Rates and Professional Fees:** The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. **The bidder must price for normal services as contained in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The fees shall be calculated on a time and cost basis after factoring in all the resources to be applied to the projects tasks and activities, and then reduced by any applicable discounts.**
13. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. Tenderers are to attach a breakdown of the total proposed fee per deliverable to the relevant page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in section C3.1 of this tender document.
14. **Operational Expenses (Accommodation):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
15. **Operational Expenses (Subsistence Expenses):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
16. **Operational Expenses (Printing /Copying Expenses):** Where applicable (see section 10 above), these expenses shall be reimbursed based on the actual expenses incurred, plus an

	<p>The Tender</p>	<p>Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	-------------------	---


adjustment. Service Providers are required to indicate a preferred adjustment rate to the printing / copying expenses in the priced schedules to be returned with the proposal.

17. **Technical Operational Costs:** These have been allowed for only separate incidental Technical Operational costs that may be associated with the provision of various technical services such as the Civil Engineering (Water, Sanitation and Waste Management infrastructure) services.
17. **Combination and fixing (Capping) of travelling, printing, binding, copying and Technical Operational costs into Operational Costs:** For the purpose of this tender, the operational expenses for travelling, accommodation, subsistence, printing, binding, copying and incidental technical operational costs (where applicable), have been combined and **must never exceed a maximum of 5%** of the relevant professional fees applicable to the project deliverable or project phase.
19. **Payment is for specific completed deliverables:** In line with Clause 4.7 of the Contract Data (Part C1.2), the Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables. The pricing schedules in Part C2.2 of this document have been aligned to the specific deliverables expected from the Service Providers.
20. **Fixed Price Contract:** This assignment will be based on a lump sum (fixed price) contract in (ZAR) Rands per Municipality. Bidders are required to price total contract price using the tables (scheduled) in the next page. Once the offer of the Tenderer is accepted by the Employer, the overall project budget is fixed and must not be exceeded under any circumstances whatsoever.
21. **Proposed Fees to be based on costs of resources applied:** The total proposed fee per deliverable in the pricing schedules are to be derived by realistically considering the scope of work or key deliverable, the elements of the scope of work, the total resources to be applied in order to achieve the deliverable, and the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in sections C3.1.4 of this tender document.

	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

C2.2.1 TIME-BASED FEES OF DESIGNATED KEY PROFESSIONALS / EXPERTS

ID	KEY RESOURCE / EXPERT	No.	HOURLY RATE FOR SERVICES (Excl. VAT) (RAND/HR)	DISCOUNT TO HOURLY RATE (%)	NET HOURLY RATE OF KEY RESOURCE / EXPERT (Excl. VAT) (RAND/HR)
1	Project Manager and Team Leader.	1			
2	Civil Engineer (Water, Sanitation and Waste Management Infrastructure).	1			
3	Civil Engineer (Roads, Rail, Storm Water and Transport Infrastructure).	1			
4	Electrical Engineer (Electricity / Energy Infrastructure).	1			
5	Development Planner.	1			
6	Municipal Finance Expert / Infrastructure Investment Analyst.	1			
7	Geo-Information Science (GISc) Expert.	1			
TOTAL					


	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

**C2.2.2 [PART A]:
PRICING DATA: PROFESSIONAL FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT OF CAPITAL EXPENDITURE FRAMEWORK (CEF) AND LONG-TERM FINANCIAL PLAN OF SALDANHA BAY LOCAL MUNICIPALITY (SBLM)**


The detailed description of the scope of work or key deliverable are outlined in **section C.3.1.4** of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for the CEF is **twelve (12) months**.


ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT, INFORMATION GATHERING AND ESTABLISHMENT OF THE MUNICIPAL WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) a) Project Implementation Plan (PIP) b) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	FUNCTIONAL AND PRIORITY DEVELOPMENT AREA PROFILING AND DEMAND QUANTIFICATION	Approved Report on the quantification of demand in functional and priority development areas aligned to the MSDF.			

	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
2(B)	BASELINE LONG TERM FINANCIAL PLAN PREPARATION	Approved Report.			
3	PHASE 3: CAPITAL INVESTMENT FRAMEWORK – IDENTIFICATION OF INVESTMENT REQUIREMENTS	Approved Report			
4	CAPITAL EXPENDITURE FRAMEWORK (CEF)	Approved CEF Report: <i>Capital Expenditure Framework (10-Years) with Executive Summary thereof.</i>			
5	PRIORITISED MTREF & 10-YEAR CAPITAL EXPENDITURE PROGRAMME	Approved (MTREF) Report: <i>Prioritized 3-Year Capital Expenditure Programme linked to 10-Year CEF.</i>			
6	LONG TERM FINANCIAL PLAN (LTFP)	Approved LTFP Report: <i>Capital Expenditure Framework (10-Years) with Executive Summary thereof.</i>			

	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
7	PROJECT CLOSE-OUT	Approved Project close-out Report in framework provided by DBSA. <i>Project Close-out Report and written confirmation of the adoption / approval / endorsement of CEF and LTFP by Municipal Council, and key stakeholders.</i>			
8	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (Excl. VAT) FOR THE DEVELOPMENT OF THE CAPITAL EXPENDITURE FRAMEWORK (CEF) AND LONG-TERM FINANCIAL PLAN (LTFP) OF SALDANHA BAY LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.3 [PART A]				


	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

**C2.2.2 [PART B]:
PRICING DATA: PROFESSIONAL FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT OF CAPITAL EXPENDITURE FRAMEWORK (CEF) AND LONG-TERM FINANCIAL PLAN OF OVERSTRAND LOCAL MUNICIPALITY (OLM)**


The detailed description of the scope of work or key deliverable are outlined in **section C.3.1.4** of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for the CEF is **twelve (12) months**.


ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT, INFORMATION GATHERING, AND ESTABLISHMENT OF THE MUNICIPAL WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) c) Project Implementation Plan (PIP) d) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	FUNCTIONAL AND PRIORITY DEVELOPMENT AREA PROFILING AND DEMAND QUANTIFICATION	Approved Report on the quantification of demand in functional and priority development areas aligned to the MSDF.			

	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
2(B)	BASELINE LONG TERM FINANCIAL PLAN PREPARATION	Approved Report.			
3	PHASE 3: CAPITAL INVESTMENT FRAMEWORK – IDENTIFICATION OF INVESTMENT REQUIREMENTS	Approved Report			
4	CAPITAL EXPENDITURE FRAMEWORK (CEF)	Approved CEF Report: <i>Capital Expenditure Framework (10-Years) with Executive Summary thereof.</i>			
5	PRIORITISED MTREF & 10-YEAR CAPITAL EXPENDITURE PROGRAMME	Approved (MTREF) Report: <i>Prioritized 3-Year Capital Expenditure Programme linked to 10-Year CEF.</i>			
6	LONG TERM FINANCIAL PLAN (LTFP)	Approved LTFP Report: <i>Capital Expenditure Framework (10-Years) with Executive Summary thereof.</i>			

	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
7	PROJECT CLOSE-OUT	Approved Project close-out Report in framework provided by DBSA. <i>Project Close-out Report and written confirmation of the adoption / approval / endorsement of CEF and LTFP by Municipal Council, and key stakeholders.</i>			
8	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (Excl. VAT) FOR THE DEVELOPMENT OF THE CAPITAL EXPENDITURE FRAMEWORK (CEF) AND LONG-TERM FINANCIAL PLAN (LTFP) OF OVERSTRAND LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.3 [PART B]				


	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

**C2.2.2 [PART C]:
PRICING DATA: PROFESSIONAL FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT OF CAPITAL EXPENDITURE FRAMEWORK (CEF) AND LONG-TERM FINANCIAL PLAN OF SWARTLAND LOCAL MUNICIPALITY (SLM)**


The detailed description of the scope of work or key deliverable are outlined in **section C.3.1.4** of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for the CEF is **twelve (12) months**.


ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT, INFORMATION GATHERING, AND ESTABLISHMENT OF THE MUNICIPAL WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) e) Project Implementation Plan (PIP) f) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	FUNCTIONAL AND PRIORITY DEVELOPMENT AREA PROFILING AND DEMAND QUANTIFICATION	Approved Report on the quantification of demand in functional and priority			

	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
		development areas aligned to the MSDF.			
2(B)	BASELINE LONG TERM FINANCIAL PLAN PREPARATION	Approved Report.			
3	PHASE 3: CAPITAL INVESTMENT FRAMEWORK – IDENTIFICATION OF INVESTMENT REQUIREMENTS	Approved Report			
4	CAPITAL EXPENDITURE FRAMEWORK (CEF)	Approved CEF Report: <i>Capital Expenditure Framework (10-Years) with Executive Summary thereof.</i>			
5	PRIORITISED MTREF & 10-YEAR CAPITAL EXPENDITURE PROGRAMME	Approved (MTREF) Report: <i>Prioritized 3-Year Capital Expenditure Programme linked to 10-Year CEF.</i>			
6	LONG TERM FINANCIAL PLAN (LTFP)	Approved LTFP Report: <i>Capital Expenditure Framework (10-Years)</i>			

	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
		<i>with Executive Summary thereof.</i>			
7	PROJECT CLOSE-OUT	Approved Project close-out Report in framework provided by DBSA. <i>Project Close-out Report and written confirmation of the adoption / approval / endorsement of CEF and LTFP by Municipal Council, and key stakeholders.</i>			
8	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (Excl. VAT) FOR THE DEVELOPMENT OF THE CAPITAL EXPENDITURE FRAMEWORK (CEF) AND LONG-TERM FINANCIAL PLAN (LTFP) OF SWARTLAND LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.3 [PART C]				


	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

**C2.2.3 [PART A]
PRICING DATA: COST SUMMARY: DEVELOPMENT OF CAPITAL EXPENDITURE
FRAMEWORK AND LONG-TERM FINANCIAL PLAN OF SALDANHA BAY LOCAL
MUNICIPALITY**

SCHEDULE No.	DESCRIPTION	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART A]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development of Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Saldanha Bay Local Municipality .	
Sub-Total of Pricing Data for Proposed Fees and Operational Costs (Excl. VAT): Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan of Saldanha Bay Local Municipality .		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE PROJECT (Incl. VAT)		
TOTAL TENDER PRICE FOR THE PROJECT (INCL. VAT) CARRIED FORWARD TO C1.1 [PART A] FORM OF OFFER AND ACCEPTANCE (Incl. VAT)		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP298/2022 [PART A]: Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Saldanha Bay Local Municipality.**

SIGNED ON BEHALF OF TENDERER: **Date:**.....


	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

**C2.2.3 [PART B]
PRICING DATA: COST SUMMARY: DEVELOPMENT OF CAPITAL EXPENDITURE
FRAMEWORK AND LONG-TERM FINANCIAL PLAN OF OVERSTRAND LOCAL
MUNICIPALITY**

SCHEDULE No.	DESCRIPTION	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART B]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Overstrand Local Municipality .	
Sub-Total of Pricing Data for Proposed Fees and Operational Costs (Excl. VAT): Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan of Overstrand Local Municipality .		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE PROJECT (Incl. VAT)		
TOTAL TENDER PRICE FOR THE PROJECT (INCL. VAT) CARRIED FORWARD TO C1.1 [PART B] FORM OF OFFER AND ACCEPTANCE (Incl. VAT)		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP298/2021 [PART B]: Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Overstrand Local Municipality.**

SIGNED ON BEHALF OF TENDERER: **Date:**.....


	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

**C2.2.3 [PART C]
PRICING DATA: COST SUMMARY: DEVELOPMENT OF CAPITAL EXPENDITURE
FRAMEWORK AND LONG-TERM FINANCIAL PLAN OF SWARTLAND LOCAL
MUNICIPALITY**

SCHEDULE No.	DESCRIPTION	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART C]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Swartland Local Municipality .	
Sub-Total of Pricing Data for Proposed Fees and Operational Costs (Excl. VAT): Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan of Swartland Local Municipality .		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE PROJECT (Incl. VAT)		
TOTAL TENDER PRICE FOR THE PROJECT (INCL. VAT) CARRIED FORWARD TO C1.1 [PART C] FORM OF OFFER AND ACCEPTANCE (Incl. VAT)		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP298/2021 [PART C]: Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Swartland Local Municipality**.

SIGNED ON BEHALF OF TENDERER: **Date:**.....

	The Tender	Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM
---	------------	---

C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF CAPITAL EXPENDITURE FRAMEWORKS AND LONG-TERM FINANCIAL PLANS OF SALDANHA BAY LOCAL MUNICIPALITY, OVERSTRAND LOCAL MUNICIPALITY AND SWARTLAND LOCAL MUNICIPALITY

SCHEDULE No.	DESCRIPTION	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART A]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development of Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Saldanha Bay Local Municipality .	
C2.2.2 [PART B]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Overstrand Local Municipality .	
C2.2.2 [PART C]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development of a Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Swartland Local Municipality .	
Sub-Total of Overall Pricing Data for Proposed Fees and Operational Costs (Excl. VAT): Updating of the Water Services Master Plan, Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay Local Municipality, Overstrand Local Municipality, and Swartland Local Municipality.		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE PROJECT (INCL. VAT) IN THE THREE MUNICIPALITIES (SALDANHA BAY LOCAL MUNICIPALITY, OVERSTRAND LOCAL MUNICIPALITY AND SWARTLAND LOCAL MUNICIPALITY)		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP298/2022: Development of a Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay Local Municipality, Overstrand Local Municipality and Swartland Local Municipality**.

SIGNED ON BEHALF OF TENDERER: **Date:**.....

Part C3: Scope of Work

	Pages
C3.1 Scope of Work	89 - 100

C3.1 Scope of Work

- C3.1.1 INTRODUCTION**
- C3.1.2 MUNICIPAL BACKGROUND**
- C3.1.3 PROJECT OBJECTIVES**
- C3.1.4 SCOPE OF WORK**
- C3.1.5 PROJECT IMPLEMENTATION PLAN AND PROGRESS REPORTS**
- C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES**
- C3.1.7 REPORTING**
- C3.1.8 ACCOUNTABILITY**
- C3.1.9 CONTACT PERSON**

C.3.1.1 INTRODUCTION

The Development Bank of Southern Africa (DBSA) is supporting and assisting the South African Government to eradicate water, sanitation, roads, electricity, education and health infrastructure backlogs in South Africa. In this regard, the DBSA is providing a wide range of infrastructure planning, project preparation, funding (lending) and infrastructure delivery support services to various municipalities, Sector Departments and public entities.

The successful implementation of the projects supported by the DBSA through its non-lending (capacity building), and lending support services is expected to contribute significantly to the achievement of three of the South African Government national outcomes namely:

- a) Outcome 6: An efficient, competitive and responsive socio-economic infrastructure network.
- b) Outcome 8: Sustainable human settlements and an improved quality of household life.
- c) Outcome 9: A responsive, accountable, effective, and efficient local government.

C.3.1.1.1 PROBLEM STATEMENT

South Africa is experiencing continuing and increasing urbanisation. The United Nations estimates that 71.3% of the South African population will live in urban areas by 2030, reaching nearly 80% by 2050. In response to this reality, South Africa has developed the Integrated Urban Development Framework (IUDF) to manage the scale and growth of South Africa's cities and towns. The key outcome of the IUDF is spatial transformation as it guides and promotes the development of inclusive, resilient, and liveable urban settlements, while addressing the unique conditions and challenges facing South Africa's cities and towns. The IUDF seeks to achieve four strategic goals namely:

- a) Spatial integration: To forge new spatial forms in settlements, transport, social and economic areas.
- b) Inclusion and access: To ensure people have access to social and economic services, opportunities, and choices.
- c) Growth: To harness urban dynamism for inclusive, sustainable economic growth and development.
- d) Governance: To enhance the capacity of the state and its citizens to work together to achieve spatial and social integration.

In April 2016, National cabinet adopted the Integrated Urban Development Framework (IUDF) as the official national urban policy of government under the custodianship of the Department of Cooperative Governance (DCoG). The IUDF is premised on nine policy levers:

- e) Integrated urban planning and management.
- f) Integrated transport and mobility.
- g) Integrated sustainable human settlements.
- h) Integrated urban infrastructure.
- i) Efficient land governance and management.
- j) Inclusive economic development.
- k) Empowered active communities.
- l) Effective urban governance; and
- m) Sustainable finances.

The IUDF has been touted as a new deal for South Africa's cities and towns, and its key outcome is spatial transformation and to create a growth model of compact, connected and coordinated cities and towns. The legislative basis for this development agenda is established in the Spatial Planning & Land Use Management Act (Act No.16 of 2013) (SPLUMA). In furtherance of the goals of the IUDF, Government introduced the Integrated Urban Development Grant (IUDG) to support spatially aligned public infrastructure investment that will lead to functional and efficient urban spaces and ultimately unlock growth. The IUDG can be accessed by qualifying Intermediate City Municipalities (ICM) who are required to submit a Business Plan containing a three-year Capital Programme and a 10-year Capital Expenditure Framework (CEF) which must be approved through processes led by the Department of Cooperative Governance (DCoG).

The CEF is a high-level long-term infrastructure plan that flows from a spatial development framework. It estimates the level of affordable capital investment by the municipality over the long term (typically 10 years). Once developed by, or for any municipality, the CEF will add the following value:

- n) It will provide context for performance measurement against development objectives and outcomes.
- o) Engagements with stakeholders will be guided by evidence-based planning (reality and affordability).
- p) The CEF will also result in the conceptualisation of strategically framed projects that supports the objectives of the IUDF.
- q) The CEF also seeks to answer the following questions:
 - i. What infrastructure does the municipality currently have?
 - ii. What is the municipality trying to do with the infrastructure over the next 10 to 20 years.
 - iii. Where does the municipality need infrastructure?
 - iv. What are others spheres of government or service providers planning to do with infrastructure in the municipal area?
 - v. How much infrastructure does the municipality need & of what type?
 - vi. What impact will it have on financial viability?

C.3.1.2 MUNICIPAL BACKGROUND

C.3.1.2.1 Saldanha Bay Local Municipality (SBLM)

The SBLM is situated within the West Coast District Municipality, approximately 140km north of Cape Town, in the Western Cape Province. It's main cities and towns are Hopefield, Jacobs Bay, Langebaan, Paternoster, Saldanha, St Helena Bay, and Vredenburg. Per *StatsSA 2016* data, the SBLM has a population of **111 173** and **35 550 households** in its area. The annual population growth rate is **2.6%**. SBLM has powers and functions to provide water, sanitation, electricity, integrated waste management, roads and storm water services. It currently does not have a Capital Expenditure Framework (CEF) and does not have an up-to-date long-term financial plan (LTFP) which it will require to qualify for the IUDG allocations.

C.3.1.2.2 Overstrand Local Municipality (OLM)

The OLM is located within the Overberg District Municipality in the Western Cape Province. The main cities and towns are Hermanus, Betty's Bay, Birkenhead, De Kelders, Fishershaven, Franskraal, Gans Bay, Hawston, Pringle Bay, Rooi-Els, Sand Bay, Stanford, Van Dyks Bay, and Vermont. Per StatsSA 2016 data, the OLM has a population of **93 407** and **35 718 households** in its area. Its annual population growth rate is **3.42%**. OLM is a Water Service Authority (WSA) and is also responsible for the provision of electricity, integrated waste management, roads and storm water services. It currently does not have a Capital Expenditure Framework (CEF) and an up-to-date long-term financial plan (LTFP) which it will require to qualify for the IUDG allocations.

C.3.1.2.3 Swartland Local Municipality (SLM)

The SLM is situated within the West Coast District Municipality in the Western Cape Province. The main cities and towns are Malmesbury, Abbotsdale, Chatsworth, Darling, Grotto Bay, Kalbaskraal, Koringberg, and Yzerfontein. Per StatsSA 2016 data, the SLM has a population of **133 762** and **39 139 households** in its area. Its population growth rate is **3.68%**. SLM is a Water Service Authority (WSA) and is also responsible for the provision of electricity, integrated waste management, roads and storm water services. It currently does not have a Capital Expenditure Framework (CEF) and an up-to-date long-term financial plan (LTFP) which it will require to qualify for the IUDG allocations.

C.3.1.2.4 Summarized Problem Statement in the Three Municipalities (SBLM, OLM and SLM)

Some of the current challenges being experienced by three municipalities (SBLM, OLM, and SLM) in their respective municipal areas are summarized below:

- a) Rapid population growth and increasing urbanization.
- b) Growth of informal settlements and inadequate infrastructure coverage.
- c) Water security challenges exacerbated by climate change.
- d) Inadequate bulk infrastructure to meet future demand.
- e) Aged and ageing infrastructure with frequent breakdowns.
- f) Significant water and electricity distribution losses.
- g) Significant roads and storm water infrastructure challenges.
- h) Significant funding shortfalls for new (required) infrastructure due to insufficient MIG / Conditional Grants allocations.
- i) Significant human settlements backlogs.

In cognizance of the above role of DBSA, SBLM, OLM, SLM, and Western Cape Department of Local Government (WCDLG) requested support from DBSA with the development of Capital Expenditure Frameworks and review of the Long-Term Financial Plans (LTFP) of the three municipalities. It should be noted that the Western Cape Department of Environmental Affairs and Development Planning (WCDEADP) has established a technical team to support the municipalities during the process of the development of the CEF and review of the LTFP.

The Western Cape Government (WCG) has identified Spatial Transformation as a Vision-Inspired Priority (VIP) in support of the principles of SPLUMA, the goals of the IUDF and commitments made in the Medium-Term Strategic Framework (MTSF) towards spatial transformation of our settlements. It is considered that plan-led budgeting is key to realizing these commitments in our legislation, policies and strategies on the

ground. WCG has therefore set up various technical support teams within WCDLG and WCDEADP to provide capacity support to various local municipalities with regards to the development of CEF and LTFP.

C.3.1.3 PROJECT GOALS AND OBJECTIVES

C.3.1.3.1 Project Goal(s)

The goal of the project is to support the SBLM, OLM and SLM with strategic information (the CEF) in order to achieve spatially aligned public infrastructure investment in the respective municipal areas that will lead to functional and efficient urban spaces and ultimately unlock economic growth.

C.3.1.3.2 Project Objectives

The primary objectives of the project are to:

- a) Develop and/or review the Capital Expenditure Frameworks (CEF) and the Long-Term Financial Plans (LTFP) of the three municipalities.
- b) Assist the three municipalities to develop a comprehensive and consolidated list of infrastructure projects based on relevant master plans and sector plans, the MSDF and infrastructure planning sources.
- c) Provide clarity on the infrastructure investment needs of the municipalities within their affordability envelope.
- d) Unlock funding from various sources (including the Private Sector) for infrastructure development within the respective municipal areas.
- e) Strengthen the importance of integrated development planning and systems to enhance spatial strategy, aligned project identification and prioritization, capital expenditure budgeting and implementation monitoring on an ongoing basis
- f) To offer a tool to support the ongoing maintenance, updating and compilation of a CEF. In this regard, any tool developed / provided by appointed third party consultants will be owned by the DBSA and WCG and considered a public good, available to municipalities free of charge and must be designed to be practically used by the municipalities on an ongoing basis. Such a tool must be dynamic and ideally MS excel based, transparent, understandable and useable. Black box software solutions will not be accepted for this project.
- g) Develop an accompanying **Long-Term Financial Strategy (LTFS) and Long-Term Financial Plan (LTFP)** for the municipalities which sets out clearly the funding opportunities and plan for resourcing the implementation of the CEF, based on an approach that models future expenditure and revenue based on historical trends analysis, changes in the external environment and policy choices amongst others.

C.3.1.4 SCOPE OF WORK

C.3.1.4.1 General

The Professional Services Provider ("**the PSP**") required for the development of the CEF and / or review of the LTFP is expected to undertake stakeholder engagement, conduct assessments, and compile an implementation strategy, with clear goals and objectives that culminate in an agreed methodology for the development of the CEF and LTFP to be used across the respective municipalities participating in the Western Cape Government's Capital Expenditure Framework Support Programme. These will be followed by a Project Implementation Plan (PIP) that details the objectives in such a way that clear direction is given to preparation of the CEF and LTFP per municipality. In particular, the following activities are expected to be performed during the course of the project:

- a) The CEF and LTFP must be done in compliance with the latest requirements and standards of Department of Cooperative Governance (DCOG), National Treasury, Western Cape Provincial

Department of Local Government (WCDLG), and Western Cape Department of Environmental Affairs and Development Planning (WCDEADP). The PSP is expected to develop a methodology and undertake all activities required to achieve the deliverables of the CEF and LTFP in partnership with the WCDEADP and the municipalities and in such a manner that the municipalities may attain approval thereof by the WCDLG and DCOG if needed.

- b) The PSP is expected to include a funding model, strategy and a programme (i.e., plan) for the implementation of the CEF. The funding model must include budgeting for ecological infrastructure, climate change and gender aspects.
- c) As part of the development of the CEF and LTFP, the PSP is expected to evaluate the short, medium and long-term capital expenditure requirements of the municipalities.
- d) The following services, amongst others, will be required for the CEF and LTFP:
 - i. Project Leadership, Management, Coordination and Administration services.
 - ii. Civil Engineering Services: (Water, Sanitation and Waste Management Infrastructure Services).
 - iii. Civil Engineering Services: (Roads, Rail, Storm Water and Transport Infrastructure Services).
 - iv. Electrical Engineering (Electricity / Energy Infrastructure Services).
 - v. Development Planning Services.
 - vi. Municipal Financial Planning and Infrastructure Investment Analysis Services.
 - vii. Geo-Information Science Services.
- e) The above services for each discipline are required to be the comprehensive suite of normal detailed planning services to be provided to ensure the successful completion and approval of the key Deliverables of the CEF and LTFP. For guidance, the elements of the suite of normal services are contained in either the latest guidelines for defining the scope of services and determining the professional fees for registered persons as published in the Government Gazette for various professional disciplines, or by the latest guidelines published by the voluntary professional bodies for the various disciplines.
- f) The detailed planning outputs of the CEF and LTFP are to be in line with all applicable South African National Standards and relevant Codes of Practice where applicable.
- g) During the execution of the project, the PSP must always ensure strict adherence and compliance to all applicable regulatory and statutory compliance requirements.
- h) The PSP must deliver and offer an open-source tool to support the ongoing maintenance, updating and compilation of the CEF. Any tool developed / provided by the appointed PSP will be owned by the DBSA and WCG and considered a public good, available to municipality free of charge and must be designed to be practically used by the municipalities on an ongoing basis.
- i) At the conclusion of the project, ten (10) hardcopy and ten (10) electronic (CD / Flash drive) copy (editable and non-editable) sets of the detailed planning outputs e.g., CEF and LTFP, etc. are to be submitted to the Employer and key stakeholders as outlined in section 3.1.5.3 below.

C.3.1.4.2 Stakeholder Engagement and Consultations (Over-Archiving Requirement)

As an over-arching requirement, the PSP must always work closely with the designated municipal officials during the implementation of the project, as well as with the WCDEADP who are partnering the DBSA and the municipalities in this project. The PSP is also expected to liaise and consult with the following stakeholders (to mention a few) for purposes of information and data collection where relevant to the project:

- a) The relevant Directorates (Units) in SBLM, OLM, and SLM – e.g., WSA, IDP, Finance, Community Services, Municipal Manager (MM), etc.
- b) Western Cape Department of Local Government (WCDLG).
- c) Western Cape Department of Environmental Affairs and Development Planning (WCDEADP).
- d) Western Cape Provincial Treasury.

- e) The Development Bank of Southern Africa (DBSA) – i.e., the Employer.
- f) West Coast District Municipality.
- g) The Overberg District Municipality.
- h) Department of Water and Sanitation (National and Provincial)
- i) Department of Cooperative Governance and Traditional Affairs (National and Provincial)
- j) Department of Energy (DoE).
- k) Organized business and NGOs.

The successful PSP must ensure that it fully engages with the stakeholders to ensure that any information that will assist in the development of the CEF and LTFP is made available in the shortest possible time. It is the duty of the PSP to escalate any lack of corporation to the designated Project Champions of the municipalities, the respective Municipal Managers, the WCDLG, WCDEADP, and the DBSA so that bottle necks are addressed in a timely manner.

Stakeholder engagement by the appointed PSP includes *process planning* for the development of the CEF and LTFP. This entails the PSP planning the execution of the project in consultation with the municipalities and key stakeholders listed above in terms of:

- l) Alignment with the respective municipalities' IDP processes.
- m) Alignment with WCDLG and WCDEADP capacity building initiatives.
- n) Reaching consensus and agreement on the editable tool / open-source software to be used for the financial analysis and modelling exercise involved in the development of the CEF and review of the LTFP.
- o) Co-ordination and facilitation of the execution of the various elements of the scope of work.

The PSP is tasked with ensuring that there is understanding between WCDLG, WCDEADP and the municipalities with regards to the outputs and results of the project. The PSP is also tasked with ensuring a clear understanding of the existing situation within the respective municipalities in relation to the quality and quantity of information required for the development of the CEF and the LTFP.

As an output of the stakeholder engagement process (through the Project Inception Report or PIR), the PSP is expected to obtain written sign-off from the municipalities of the following:

- p) Formalization by the municipalities' management of the process plan of the development of the CEF and the LTFP.
- q) Designation of the municipal champions for the project. This includes the designation of the specific official(s) or municipal departments that will be the lead and point of contact in working with the PSP.
- r) Reporting lines within the municipalities on the development of the CEF and the LTFP.
- s) Establishment of a local project steering committee (PSC) at the municipal level and the terms of reference thereof after consultation with the DBSA.
- t) Involvement of key stakeholder (e.g., DBSA, WCDLG, WCDEADP, Provincial Treasury, DWS, etc.) and their representation on the PSC.
- u) Arrangements for the presentation CEF, and LTFP to the municipal Councils at appropriate milestones.

C.3.1.4.3 Summary of the Scope of Work and Key Deliverables

The key deliverables expected from the development of the CEF and LTFP are summarized in the Table below.

Table C1: Summary of Scope of Work and Key Deliverables of the Project

ID	PART OF SCOPE OF WORK / KEY ACTIVITIES	KEY DELIVERABLE(S) / OUTPUTS
1	PART A: Development of a Capital Expenditure Framework (CEF) and a Long-Term Financial Plan (LTFP) of Saldanha Bay LM.	Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Saldanha Bay LM approved by Department of

ID	PART OF SCOPE OF WORK / KEY ACTIVITIES	KEY DELIVERABLE(S) / OUTPUTS
		Cooperative Governance (DCOG), Saldanha Bay LM, WC DLG, and WCDEADP.
2	PART B: Development of a Capital Expenditure Framework (CEF) and review of Long-Term Financial Plan of Overstrand LM.	Capital Expenditure Framework (CEF) and reviewed Long-Term Financial Plan of Overstrand LM approved by Department of Cooperative Governance (DCOG), Overstrand LM, WC DLG, and WCDEADP.
3	PART C: Development of a Capital Expenditure Framework (CEF) and a Long-Term Financial Plan (LTFP) of Swartland LM.	Capital Expenditure Framework (CEF) and Long-Term Financial Plan (LTFP) of Swartland LM approved by Department of Cooperative Governance (DCOG), Saldanha Bay LM, WC DLG, and WCDEADP.

REQUIREMENT OF A COMPREHENSIVE “MASTER ANNEXURE”: As part of the reports comprising the key Deliverables cited in the above table, the PSP must collate and submit in a comprehensive “**Master Annexure**”, the key supporting documentation consisting of the detailed planning reports (e.g., existing Sector Plans, SDF/SDP, existing LTFP, etc.) – the analysis and distillation of which informed the contents of the key Deliverables cited in the above table.

C.3.1.4.4. Description of Scope of Work [Development of the Capital Expenditure Framework (CEF) and the Long-Term Financial Plan (LTFP)]

The purpose of the development of the **Capital Expenditure Framework** and the **Long-Term Financial Plan (LTFP)** (“**the Project**”) is to compile an implementation strategy, with goals and objectives, which will be followed by a “bankable” Business Plan detailing the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects.

- The Project must include the evaluation and analysis of existing documents, the determination of existing backlogs, current demands and capacity of the existing infrastructure systems in the municipality.
- It will also be necessary to evaluate the long-term viability of existing infrastructure to cope with expansion and augmentation, and to identify new infrastructure required, and to propose time lines regarding when such infrastructure will be required.
- It will include a funding model and a programme for the implementation of all the integrated infrastructure projects identified and prioritized.
- The assessments will address the primary and secondary infrastructure networks and systems, and the primary and secondary equipment needed to deliver a reliable, safe and affordable service to all existing and future consumers within the OLM area.
- In the evaluation of the capital project portfolio in terms of environmental, social and governance (ESG) impact and long-term financial impact, the PSP is expected to use the Long-Term Financial Strategy (LTFS) model developed by National Treasury to enable the identification of the most impactful projects. In this regard, the PSP is expected to leverage inputs and advice from the Team appointed by the Western Cape Government under the Sustainable Infrastructure Delivery and Funding Facility (SIDAFF) Programme.
- The CEF and LTFP reports should contain the narrative (text) supplemented by tables, graphs, charts, maps, GIS, etc.

The CEF and LTFP must be developed in accordance with the latest guidelines of the Department of Cooperative Governance (DCOG) such as the *Guide to Preparing a Capital Expenditure Framework*

(CEF) and National Treasury's guidelines to developing LTFS and LTFP, as well as in consultation with the Department of Environmental Affairs and Development Planning (DEA&DP), the Municipality, WCDLG and the DBSA. The PSP is expected to obtain written confirmation from the WC Department of Local Government (WCDLG) and WC Department of Environmental Affairs and Development Planning (WCDEADP) of their respective approval of the CEF and LTFP upon meeting the standards required by the above-mentioned guidelines. The CEF and LTFP reports must (at the very minimum) contain all relevant information under the general outline or framework outlined in Table C2 below.

Table C2: Description of Key Activities and Outputs involved in the development of the CEF and the LTFP of Saldanha Bay LM, Overstrand LM and Swartland LM.

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
1	STAKEHOLDER ENGAGEMENT & INFORMATION GATHERING: <i>The process of developing the CEF will involve public sector officials from all relevant spheres of government and its parastatals, and public political representatives. Therefore, as part of the scope of work, the appointed professional services provider must make provision for an inclusive participation process involving all the parties mentioned.</i>	a) Project kick-off / inception meeting with municipal officials. b) Alignment with OLM's IDP Processes, and with WCDLG, WCDEADP capacity-building initiatives. c) Designation of Municipal Project Champion and of the specific official(s) or municipal departments that will be the lead and point of contact in working with the PSP. d) Clarification of Reporting Lines within the Municipality (OLM) for the CEF and LTFP. e) Establishment of the local Project Steering Committee (PSC) at Municipal level to be chaired and hosted by the Municipality. f) Review, adaptation and confirmation of the CEF methodology and development process proposed by the appointed PSP and identify inputs and information required by the PSP. g) Explore viable tools to support the process (modelling etc.) and resolve on tool to be used. h) Quantification of information / documents required by the appointed PSP, and to be provided by the Municipality. i) Development of a Comprehensive List of Infrastructure Projects based on information in the MSDF, engineering master and sector plans, etc. into a single consolidated list in tabular form indicating infrastructure needs, wants and interdependencies within the municipal area (later to be broken down per functional area over at least a 10-year period)	a) Project Implementation Plan (PIP). b) Project Inception Report (PIR). c) Terms of Reference of the PSC signed off by the Municipality, DBSA, WCDLG and WCDEADP. d) PSC Established and Meeting schedule agreed. e) Invitation to PSC members issued by Municipality. f) Resolution by the Project Steering Committee (PSC) on editable open-source Tool to be used to support the process.
2(A)	FUNCTIONAL AND PRIORITY DEVELOPMENT	Spatial profiling (socio-economic) and quantification of demand based on MSDF (10-year horizon):	Phase 2(A) Report: Report on the Functional and

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
	AREA PROFILING AND DEMAND QUANTIFICATION	<p>a) Analysis and evaluation of the visions and strategic objectives of the Overstrand Local Municipality outlined in various source documents such as the Municipal Growth and Development Strategy, the Integrated Development Plan, Municipal Spatial Development Framework. Purpose is to understand the spatial agenda that directs the capital expenditure requirements that inform the CEF.</p> <p>b) Drawing from the MSDF undertake confirmation / identification and mapping of the Functional areas and Priority Development Areas. Define and map hierarchy and/or typology of Priority Development Areas – i.e. translate the municipality's Spatial Development Framework with its focus areas (priority development areas) into geographically demarcated functional areas and priority development areas that cover the whole municipal area from wall-to-wall.</p> <p>i. Confirm / identify / map functional areas (see Definition in CEF Practice Note 1).</p> <p>ii. Confirm / identify / map Spatial Categories for Investment Planning.¹</p> <p>iii. Confirm or define & map hierarchy and typology of settlements, nodes, and priority development areas.</p> <p>c) Develop a socio-economic and spatial profile of the local municipal area, highlighting the features that will impact on long-term growth within the municipalities.</p> <p>d) Develop a similar socio-economic and spatial profile of each of the Functional Areas identified for the municipalities.</p> <p>e) Determine the population and household growth trends per functional area based on a ten-year horizon for the local municipal area.</p> <p>f) Determine anticipated land required across land uses to meet this demand</p> <p>For each functional area¹:</p> <ul style="list-style-type: none"> ▪ Determine current and future population & household growth projections. ▪ Determine MSDF proposals seeking spatial transformation & consider impact on demand. ▪ Set out the anticipated land required across land uses to meet population, 	Priority Development Area Profiling & Demand Quantification

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		<p>household and MSDF demand per functional area.</p> <ul style="list-style-type: none"> ▪ Identify the land available for development (current and future) in each functional area. ▪ Land use mixes and development yields linked to this projected household growth demands in each functional area must be reconciled with the land identified to accommodate future development (which includes densification, brownfield and greenfield development) as well as the spatial directives articulated by the MSDF proposals and spatial categories for investment planning. Specific attention should be paid to ensuring that the phasing of the proposed developments and yield uptake must align to the spatial strategy intent articulated in the MSDF. ▪ Backlogs must be determined per infrastructure type and per functional area (community services, facilities, infrastructure needs). ▪ Profile existing customer base: residential & non-residential customers to show existing access to services & levels of service. ▪ Determine how much land is available, as per MSDF, to accommodate growth. ▪ Zoning map per town: determination of what “full utilization of rights” would mean from service provision perspective and conversely, what reserve capacity should be set aside for under-utilized rights. <p>Report to include:</p> <ul style="list-style-type: none"> ▪ Functional areas map and spatial categories for investment planning map (at both municipal-wide and settlement scales). ▪ Current and projected population, household, and land needs per functional area, split between land uses, aligned to MSDF. ▪ Identification of sites in each functional area that will accommodate increased households or increased rights. ▪ Total development yields per functional area, based on identified sites and 	

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		<p>projected household growth, underpinned by MSDF.</p> <p>Undertake engagement with Project Steering Committee (PSC) and key stakeholders on the findings of Phase 2(A) and incorporate relevant inputs received.</p>	
2(B)	PHASE 2B: BASELINE LONG-TERM FINANCIAL PLAN PREPARATION	<p>Long Term Financial Plan Baseline Analysis:</p> <ul style="list-style-type: none"> a) Development of a populated and calibrated base financial model with the latest audited municipal financial statements. The financial model should have built-in flexibility allowing for the use of different assumptions about economic conditions, future spending scenarios, and other salient variables. The model should be open to modification due to the constant changes in mSCOA charts. b) Forecast revenue, operations expenditure taking into consideration appropriate costing management and tariff modelling (what consumers can expect to pay for property rates and services, given income levels / affordability, service levels and expected consumptions, basket of free basic services etc.). c) Capital expenditure forecasts that allow for an appropriate capital funding mix between borrowings, CRR and transfers and grants. d) Identify current funding envelope and cash management to stay within norms and limits of the LTFP. <p>Where an up-to-date LTFP is in place for the Municipality, review the LTFP to confirm the above.</p> <p>Undertake engagement with Project Steering Committee (PSC) and key stakeholders on the findings of Phase 2(B) and incorporate relevant inputs received.</p>	Phase 2(B) Report: Baseline LTFP Report
3	PHASE 3: CAPITAL INVESTMENT FRAMEWORK – IDENTIFICATION	Compile land demand / confirm land demand, land acquisition / release requirements and infrastructure and other investment requirements (10-year horizon):	Phase 3 Report: Capital Investment Framework (CIF)

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
	OF INVESTMENT REQUIREMENTS	<p>a) Compile / confirm land demand for 10-year period as per yields per land use (aligned to MSDF).</p> <p>b) Ascertain land acquisition / land release requirements for 10-year period (aligned to MSDF).</p> <p>c) Identify infrastructure investment/ capital expenditure requirements (incl. growth, backlogs, asset renewal / replacement) based on Phase 2's demand quantification, and what is identified in the IDP, MSDF and Master Plans, in sequence to service bulk infrastructure demand per service type over a 10-year period on an annual basis. Establish CAPEX requirements and CAPEX Plan for the short (1 year), medium (3 year), and long-term (10 years) for all infrastructure including bulk, distribution, and other infrastructure – in various categories e.g. capacity (new, upgrade), functionality (refurbishment, rehabilitation, replacement, etc.).</p> <p>d) Identify the operational and maintenance expenditure requirement. Establish OPEX requirements and OPEX Plan for the short (1 year), medium (3 year), and long-term (10 years) for all infrastructure including bulk, distribution, and other infrastructure – in various categories e.g. capacity (new, upgrade), functionality (refurbishment, rehabilitation, replacement, etc.).</p> <p>e) Allocate the demand and expenditure between municipality, other organs of government and the private sector.</p> <p>f) Develop consolidated infrastructure plan, consolidated asset management plan for bulk, distribution, and other infrastructure – in various categories e.g. capacity (new, upgrade), functionality (refurbishment, rehabilitation, replacement, etc.). Including:</p> <ul style="list-style-type: none"> • Infrastructure investment (and cost of infrastructure) per infrastructure type per functional area identified over a 10-year period. • A reconciled municipal capital project portfolio, comparing infrastructure investment derived from land yields, as well as engineering master plans. <p>g) Consider to what extent findings from this phase require attention or validates MSDF.</p>	

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		<p>h) Clarify phasing and sequencing requirements of infrastructure investments (looking at dependencies between infrastructure investments or sectors).</p> <p>i) Map all infrastructure investment requirements, overlaid with Spatial Category for Investment Planning & Functional Areas.</p> <p>Undertake engagement with Project Steering Committee (PSC) and key stakeholders on the findings of Phase 3 and incorporate relevant inputs received.</p>	
4	PHASE 4: CAPITAL EXPENDITURE FRAMEWORK	<p>Compile spatially referenced capital project portfolio (10-year horizon)</p> <p>a) Draw from the infrastructure investment need that is linked to the land yields (from phase 2b).</p> <p>b) Draw from the consolidated table of all infrastructure projects that are derived from infrastructure master plans (from phase 1).</p> <p>c) Compare the outputs from phase 1 and reconciles this municipal capital project portfolio with what was identified in phase 1 (drawn from engineering master plans/ municipal IDMS/ capital project plans).</p> <p>e) Identify municipal capital project portfolio.</p> <p>f) Identify capital project portfolio of other government departments / entities.</p> <p>g) Identify capital project portfolio per Functional Area.</p> <p>h) Identify capital project portfolio per Priority Development Area/ Spatial Category for Investment Planning.</p> <p>i) Evaluate and confirm the capital project portfolio that will implement spatial transformation programme(s) identified in the MSDF or will substantively contribute to spatial transformation.</p> <p>j) Evaluate the capital project portfolio in terms of environmental, social and governance (ESG) impact and long-term financial impact by using the Long-Term Financial Strategy (LTFS) model developed by National Treasury to enable the identification of the most impactful projects. This will also include developing and</p>	Phase 4 Report: Capital Expenditure Framework (10-Years) with Executive Summary thereof

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		<p>applying an Infrastructure Prioritisation Tool to assist in project prioritisation.</p> <p>k) Identify funding strategies / scenarios and supporting policies needed to implement these strategies.</p> <p>l) Identify sequencing requirements for the above-mentioned portfolios.</p> <p>m) Prepare an Executive Summary of the CEF Report: A concise and clear high-level summary of the Capital Expenditure Framework (CEF) for Overstrand Local Municipality (OLM) is to be presented comprising:</p> <ul style="list-style-type: none"> i. A statement of intent, substantiating the purpose and objectives of the CEF. ii. Policy fit: How the CEF constitutes one of the tools for the implementation of the country's Integrated Urban Development Framework (IUDF) and how it contributes to the national economic and industrial development goals and objectives as expressed in the National Development Plan, National Industrial Policy Framework (NIPF), etc. The linkage and fit of the CEF with the Integrated Development Plans (IDP), the Spatial Development Framework (SDF) of the OLM area, various Legislation and Regulations should also be referenced in this section. A clear indication must be provided on how the CEF will focus on: iii. Basic residential infrastructure for the poor for water, sanitation, roads, waste management, street lighting, community facilities as well as associated municipal bulk and connector infrastructure. iv. Expenditure for new infrastructure, upgrading existing infrastructure or renewing existing infrastructure. v. How, and to what extent, data from data from the Rural Roads Asset Management System (RRAMS), where available, was used to identify and prioritise their investment on roads. vi. Maintenance of roads infrastructure mainly serving the poor. vii. Concise Business Case for the CEF and Summary of the CEF Outputs: A thematic focus, economic rationale, land and area description, financial details, socio- economic and environmental considerations, sector plans development and investment pipeline, etc. 3-year and 10-year projected capital 	


ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		<p>expenditure, implementation plans and timelines;</p> <p>viii. Long-term maintenance (updating) of the CEF: An indication that the CEF will be updated as and when required by the OLM over the long-term with respect to the availability of the required resources from the OLM;</p> <p>ix. Anticipated Socio-Economic impact of the implementation of the CEF with regards to its contribution to e.g. increased economic growth, improved household living conditions, acceleration of industrial and economic development, creation of more sustainable jobs, increased foreign and domestic investments, and more value-added exports;</p> <p>x. Equity considerations: A statement of how the proposed CEF promotes geographic equity amongst various wards and regions in the OLM area by contributing to the distribution (coverage, reach) of municipal infrastructure amongst various municipal areas and thereby mitigating the over-concentration of the municipal development in a few areas or regions;</p> <p>xi. Summary of risks and risk mitigation measures with technical /infrastructure, operational, environmental, market, political, strategic, regulatory and financial risk response strategies; and</p> <p>xii. Evidence of possible financial resources of OLM as well as a demonstration of affordability value for money drivers.</p> <p>Undertake engagement with Project Steering Committee (PSC) and key stakeholders on the findings of Phase 4 and incorporate relevant inputs received.</p>	
5	PHASE 5: PRIORITISED MTREF & 10-YEAR CAPITAL EXPENDITURE PROGRAMME	<p>Prioritised MTREF (3 year) Capital Expenditure Programme:</p> <p>a) Develop a project prioritization tool for infrastructure project prioritisation, based on spatial, financial, and engineering imperatives, which will be used to score, rank, and list the prioritized portfolio of infrastructure investments</p> <p>b) Develop prioritisation criteria to apply to the Capital Project Portfolio in the</p>	Phase 5 Report: Prioritized 3-Year Capital Expenditure Programme linked to 10-Year CEF.

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		<p>functional areas and priority development areas:</p> <ul style="list-style-type: none"> i. These criteria and the tool will assist in prioritizing the 10-year infrastructure project portfolio and hence the criteria must as a minimum consider alignment with the MSDF, the affordability for the municipality, promotion of long-term financial sustainability, and alignment to engineering needs and objectives. The criteria can be weighted and altered as needed to create a more nuanced prioritization tool. ii. The capital project portfolio prioritisation tool may also include Environmental, Social and Governance (ESG) impact criteria as well, which can extend its use to other programmes that require infrastructure project prioritisation or scoring (such as the alternative infrastructure financing facilities). <ul style="list-style-type: none"> c) Calculate the affordable budget envelope informed by the funding strategies and mix from the Long-Term Financial Strategy Model recommendations and Long-Term Financial Strategies tested in Phase 4. d) Prioritize projects identified in Phase 4. e) Model and fit the prioritized projects to the funding envelope and strategy and proposed funding mix. f) Group prioritized projects fitted to funding envelope / funding strategy by functional area, priority development area and highlight spatial transformation investment programme. g) CEF project lists should be presented in standard National Treasury formats, such as SA36, SA6 and must be in line with Municipal Standard Chart of Accounts (MSCOA) requirements thus ensuring the alignment between performance planning and financial reporting. h) Undertake and report on the spatial analysis of the Prioritized Capital Expenditure Programme. <ul style="list-style-type: none"> ▪ Present (report on) Prioritised Capital Expenditure Programme in terms of standardized classification: ▪ Projects in the MTREF capital programme are classified by category (i.e. by sector). 	

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		<ul style="list-style-type: none"> ▪ Projects in the MTREF capital programme are classified as new/renewal ▪ Projects in the MTREF capital programme are classified as a % for poor households based on an estimate of customer/demand profile in the area in which they are located. i) Present (report on) anticipated outputs for each programme and sub programme including: <ul style="list-style-type: none"> i. Indication of the proportion of outputs that will be delivered in priority areas identified. ii. Indication of the proportion of outputs that will benefit low-income households. j) Workshop draft CEF report with PSC and key stakeholders and obtain inputs. k) Incorporate inputs of PSC and key stakeholders and prepare Prioritized MTREF (3-Year) Capital Expenditure Programme linked to 10-Year CEF for Overstrand LM. <p>Undertake engagement with Project Steering Committee (PSC) and key stakeholders on the findings of Phase 5, its prioritization criteria, weightings and tool and incorporate relevant inputs received.</p>	
6	PHASE 6: LONG TERM FINANCIAL PLAN	<p>Review Long Term Financial Plan:</p> <ul style="list-style-type: none"> a) Using the CEF and the Prioritised MTREF & 10 Year Prioritised Capital Programmes review undertake a Financial Analysis of: <ul style="list-style-type: none"> i. Revenue Projections – e.g. various fiscal transfers to cover Opex, service charges, property rates, other revenue (e.g. rental of properties, licenses, fines, etc.) and a Long-Term Financial Strategy ii. Expenditure Projections– e.g. Operation and maintenance, bulk purchase costs, depreciation, interest, debt impairment, overheads, as may be relevant. iii. Updated forecasted revenue and operational and capital expenditure. iv. Projected operating surpluses and cash. v. Funding Mix and Models (Available sources of Capital Finance) – e.g. Grants, Borrowings, Own Sources (Reserves), Internally Generated Revenue, Private Sector (Public-Private Partnerships), Service Provider Funding, Donations, etc. in various combinations thereof. 	Phase 6 Report: Reviewed Long-Term Financial Plan (LTFP)

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		<p>b) Determine the Affordable Capital Programme: Scenarios and Project Prioritizations vis-à-vis affordability envelope</p> <ul style="list-style-type: none"> ▪ Scenario test results. ▪ Funding envelope and optimal funding mix over a 10-year horizon. ▪ Cash management to stay within the norms and limits. <p>c) Draft Long-Term Financial Plan over 10 years.</p> <p>d) Alignment with Capital Expenditure Framework (CEF) over 10 years.</p> <p>e) Alignment of MTREF (3 year) Capital Programme linked (aligned) to the CEF.</p> <p>f) Annual Budget</p> <p>g) Projected Programme Budget for year 4 to 10.</p> <p>h) Workshop Draft LTFP with PSC and key stakeholders and obtain inputs.</p> <p>i) Incorporate inputs of PSC and key stakeholders and prepare Reviewed LTFP of Overstrand LM.</p> <p>Ensure that engagements with Project Steering Committee (PSC) and key stakeholders are conducted on the findings of Phase 6 and that relevant inputs received are incorporated per bullets (h) and (i) above.</p>	
7	Phase 7: Project Close-out	<p>Facilitate adoption of the CEF and LTFP by the Council of the Municipality, and (where relevant) by DCOG, by National and Provincial Treasuries, WCDLG, WCDEADP, etc. This will include:</p> <ul style="list-style-type: none"> a) Preparing a Presentation document to these entities to summarize the CEF and LTFP. b) Assisting officials of the Municipality to make the necessary submissions to DCOG, WCDLG, WCDEADP, DBSA, NT, WCPT, etc. c) Obtaining written confirmation of the adoption / approval / endorsement from these entities. 	<p>Phase 7 Report: Project Close-out Report and written confirmation of the adoption / approval / endorsement of CEF and LTFP by Municipal Council, and key stakeholders.</p>

ID	PROJECT PHASE	KEY PROJECT ACTIVITIES (MINIMUM)	KEY OUTPUTS (MINIMUM)
		d) Submitting a Project Closeout Report in the format (framework) provided by the DBSA.	
		<p>1. NOTE: COPYRIGHT, INTELLECTUAL PROPERTY, DISCLAIMER</p> <ul style="list-style-type: none"> The professional service provider surrenders all claims to Intellectual Property and/or Copyright in terms of any systems, methodologies, processes developed, or data collected/improved under the contract. All data collected or derived as a result of and during the contract period is retained and belongs to the municipality, DBSA, and the Western Cape Government. Data collected or derived will be provided to the municipality, DBSA and Western Cape Government in an accessible, dynamic and useable format, such as in Microsoft Excel, Access and Word. Intellectual Property registered prior to the BID dates are excluded from this clause. No black box systems or non-accessible software will be accepted as part of this project, which sets the service provider up for "evergreen" maintenance or servicing contracts and the proposals to include one will disqualify bidder. Municipal officials must be fully empowered to use and apply the tools and systems developed as part of this project, which is why excel is the preferred tool for data presentation, analysis, and interpretation. GIS data will be provided in ESRI format map packages and be the IP of the municipality. Numerical data and analysis will be presented in Microsoft Excel format and be the IP of the municipality. 	

	<p style="text-align: center;">The Tender</p>	<p>Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	--	---

C.3.1.5 PROJECT ADMINISTRATION AND GOVERNANCE REQUIREMENTS

C.3.1.5.1 Project Implementation Plan

The successful Professional Service Provider is expected to submit the **Project Implementation Plan (PIP)** within the time period stated in the letter of appointment which shall not exceed two weeks from the date of appointment. The PIP will set out the methodology to be used and include the activities that are listed in the scope of work including brief description and individual duration that shall not exceed the total maximum specified duration. The timelines (schedule) of submission of each Deliverable must be in the PIP. The DBSA will provide guidelines for the development of the PIP to the successful Tenderer.

C.3.1.5.2 Project Steering Committee (PSC)

In terms of the Grant Agreement between the DBSA and the Municipality (OLM), a Project Steering Committee (PSC) will be established to strategically oversee the implementation of the project. The PSC is to be chaired by the Municipality and will strategically oversee the successful implementation of the project using the PIP cited above amongst others. The PSC must include the WCDLG and the WCDEADP.

C.3.1.5.3 Progress Reports

The successful Professional Service Provider will provide periodic progress reports in accordance with the timeframe to be agreed with the DBSA and the Project Steering Committee (PSC). The intervals for the Progress Reports must not exceed one month. Progress Reports must give a summary of the following information:

- a) Amount of time spent by each team project member on a specific task.
- b) Total amount of time and cost to date.
- c) Time cost since the previous report.
- d) Percentage of work completed per specific task and the overall percentage completion.
- e) Other information that will be determined by either PSC or Service Provider.
- f) Risks and mitigations and,
- g) Lessons learnt.


C.3.1.5.4 Submission of Final Reports on the Key Deliverables

The successful Service Provider will develop and submit to the Overstrand Local Municipality, DBSA, WCDLG, WCDEADP copies of the completed final key Deliverables in accordance with the following requirements:

- a) Three original printed/hard copies and three (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) to the DBSA.
- b) Three original printed/hard copies and two (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to Overstrand Local Municipality.
- c) Two original printed/hard copies and three (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to WCDLG.
- d) Two original printed/hard copies and one (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to the WCDEADP.

C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES

C3.1.6.1 Implementation Time Frames

	<p style="text-align: center;">The Tender</p>	<p>Tender No. RFP298/2022: Development of Capital Expenditure Frameworks and Long-Term Financial Plans of Saldanha Bay LM, Overstrand LM, and Swartland LM</p>
---	--	---

The DBSA anticipates the Project to be completed within **12 months** from the Start Date. The PSP shall provide commensurate resources for the successful execution of the project within the indicated time frames.

C3.1.6.2 Underlying Assumptions

Success of this Project depends on the following assumptions:

- a) There is full buy-in, ownership and support from the Municipality regarding the support being provided
- b) The Sector Departments – Provincial and National, DCOG, WCDEADP, etc. provide full and sustained facilitation and assistance to the infrastructure planning project.
- c) Ongoing and sustained involvement and cooperation of all stakeholders including the local communities.
- d) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee that will be established by the Overstrand LM.

C3.1.6.3 Risks and Risk Mitigation

The Service Provider is responsible to identify relevant risks to the project and is expected to factor these risks into the prices proposed in the Pricing Schedules, and to take steps to mitigate these risks during the course of providing the services. These risks may include (to mention a few):

- a) Limited available information for the detailed planning of the project.
- b) Lack of infrastructure data and information from the Municipalities and other stakeholders.
- c) Insufficient stakeholder involvement.
- d) Protracted delays by the municipalities and other stakeholders in providing available information relevant to the execution of the Project.

C.3.1.7 REPORTING LINES

The PSP will report directly to the designated Project Manager of the DBSA, to the designated Project Champions of the three municipalities, and to the Project Steering Committee (PSC) during the execution of the Project. The PSP is also expected to report directly to the Provincial Steering Committees established by WCDEADP and WCDLG respectively. Interim progress and final reports will be submitted to designated Project Manager of the DBSA and to the municipality via the Project Steering Committee (PSC). All interim reports (Deliverables and Progress) must be presented, discussed and approved in the PSC meeting.

C.3.1.8 ACCOUNTABILITY

During the execution of this contract, the successful Service Provider will be required to work closely with the municipality's relevant departments staff and the DBSA Project Manager. The PSP will report to the PSC in accordance with meeting schedule as agreed at the PSC and any others that the Service Provider will deem necessary for the execution of the project. The DBSA will retain all its right as the Employer in terms of the professional services contract to be concluded with the successful PSP. Such rights include issuing written notices and instruction to the Service Provider in line with the conditions of contract.

C.3.1.9 CONTACT PERSON

Technical queries to be directed to the DBSA technical team through the DBSA Procurement Unit via email to scmqueries@dbsa.org and the tender reference number is to be quoted.

C4.1 Site Information

The indicative locations of the Project Site(s) are shown in the figures below:



Figure C.4.1: Geographical Location of **Saldanha Bay Local Municipality** and **Swartland Local Municipality** within the West Coast District Municipality



Figure C.4.2: Geographical Location of **Overstrand Local Municipality** within Overberg District Municipality