

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Framework Contract Reference no: MISA/KSDL/EC/ 044/2021/22

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO
SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN
CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS
WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION**

PROCUREMENT DOCUMENT

(Based on NEC3 Professional Services Contract (PSC) – Option A: Priced Contract with activity schedule

October 2021

Issued by:

Chief Executive Officer
Municipal Infrastructure Support Agent
1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046
TEL: 012 848 5300

Name of Tenderer:

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Municipal Infrastructure Support Agent (MISA)

The Tender

Reference No.: MISA/KSDLM/EC/ 044/2021/22

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION

Tender Procedure: Open procedure

Based on

MISA Supply Chain Management Policy of 19 March 2021

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

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

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

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

Tender Evaluation Method

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference No.: MISA/KSDL/EC/ 044/2021/22

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION

T1: Tendering procedure

T1.1: TENDER NOTICE AND INVITATION TO TENDER

The Municipal Infrastructure Support Agent (MISA, the Agent) is a schedule 3 government component established by the Minister of Cooperative Governance and Traditional Affairs (CoGTA) in terms of Chapter 6 of the Public Service Act, as amended and in terms of Gazette No 36634/2013, to provide technical advice and support to municipalities.

The initiative is an integral part of the programme of the Department of Cooperative Governance and Traditional Affairs towards improving municipal infrastructure provisioning and maintenance of accelerated service delivery, in line with the objectives of the Back-to-Basics approach.

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified service providers to tender for Appointment of Professional Service Provider for appointment of a PSP to support the King Sabata Dalindyebo (KSD) Municipality with Specialist Town / Spatial Planning and GIS resources as well as computing software to augment the KSD GIS Section

TENDER REFERENCE NUMBER	PROJECT NAME	COMPULSORY BRIEFING SESSION VENUE, DATE AND TIME.	CLOSING DATE, TIME AND VENUE.
MISA/KSDL/EC/ 044/2021/22	APPOINTMENT OF A PSP TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY WITH SPECIALIST TOWN / SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION	A virtual on-line MS Team compulsory briefing session will be held at 11:00 on the 14 of December 2021.	13 January 2022@11h00 In the Tender Box, MISA Head Office Reception. Riverside Office Park, 1303 Heuwel Avenue, 1floor Letaba House, Centurion 0046

The Terms of Reference (ToR) will be available from the **e-Tender Publication Portal** (www.etenders.gov.za) of the National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Proposals in relevant media. Any queries related to the e-Tender Publication must be communicated with the Supply Chain Management, Ms Lumka Tyikwe on Lumka.tyikwe@misa.gov.za or by contacting the Office of the Director Supply Chain Management Call Centre on 012 848 5325.

NON-COMPULSORY BRIEFING SESSION

Non - Compulsory virtual briefing session will be convened and a link will be provided date and time shown above unless otherwise amended. Representative(s) from MISA will be available to the prospective Tenderers to provide details of the Contract online. It is required that interested Service Providers should send appropriate representative(s) to the briefing session to ensure understanding of the project.

The requirement of submissions is detailed in the Submission Data (Ref: T1.2 Tender Data) only tenderers who satisfy the eligible criteria as established for the tender (Ref: T 1.2 Tender Data) to submit tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers have to submit its tenders using only the tender documentation issued.

The preferred Professional Service Provider for appointment will be subjected to vetting and MISA reserves the right to cancel the appointment if the results of the vetting are unfavourable.

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

Issued by:

Mr. Ntandazo Vimba

**Chief Executive Officer
Municipal Infrastructure Support Agent (MISA)**



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference No.: **MISA/KSD/000/000/2021**

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION

T1.2 TENDER DATA

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

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

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

CLAUSE NUMBER	TENDER DATA
3.1	The employer is the Municipal Infrastructure Support Agent, a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.2	The tender documents issued by the employer comprise of the documents listed on the contents page
3.4	The employer's agent is: Name: Mr Ntandazo Vimba Address/ Contact: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5308 Email: Lumka.tyikwe@misa.gov.za
3.4	The language for all communications is English
4.1	ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in its tender submission are eligible to submit tenders and have its tenders evaluated: The tenderer: 1. In case of Joint Venture/ Consortium submission, a copy of a joint Venture agreement signed by all parties must be submitted. 2. is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement in place that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners. 3. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R 1.5 million in respect of a claim without limiting to the number of claims or show documentary evidence (proposal / quotation) of having applied for such cover. 4. Tenderers may only tender under 1 (one) company or 1 (one) consortium – tendering with more than 1 company or consortium will result in immediate disqualification. MISA will recognise the JV/Consortium as single entity for the duration of the contract.
4.7	The arrangements for a non-compulsory briefing meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register, list the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the compulsory briefing register.
4.12	No alternative tender offer will be considered.
4.13	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

CLAUSE NUMBER	TENDER DATA
4.15	Location of tender box: Reception Municipal Infrastructure Support Agent Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300
4.13.4	MISA is in the process of calling for tenders for: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1. 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. In case of Sub-contracting 3.1 a tenderer may not be awarded points for B-BBEE if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has capability to execute the contract [ref. clause 7(5) of Preferential Procurement Regulations, 2017]; and 3.2 a tenderer awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. (ref. clause 12(3) of Preferential Procurement Regulations, 2017]. 3.3 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state. 4. None of the documents have correction fluid on them for correction. 5. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory 6. Bidders (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Bidders must ensure that they are registered on the CSD before bid closing date and before they submit bid proposals.

CLAUSE NUMBER	TENDER DATA
	7. The preferred Service Provider for appointment will be subjected to vetting and MISA reserves the right to cancel the appointment if the results of the vetting are unfavourable.
4.13.5	Tender offer shall be submitted as an original , plus one Memory Stick copy of original completed tender document (scanned) .
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day).
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.5	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ Where f_1 and f_2 are fractions; f_1 equals 1 minus f_2; and f_2 equals to 0.75 N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 in SANS 10845-3, 2015 where the score for financial offer is calculated using the following formula $N_{FO} = W_1 A$ Where maximum point for price $W_1 = 75$; (ref: preferential regulations 2017) $A = \{1 - (P - P_m) / P_m\}$, [where P is the comparative price of the Tender under consideration and P_m is the comparative price of lowest qualified Tender] N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: preferencing Schedule), which is up to maximum 20 points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where maximum points for qualification is 100
CLAUSE NUMBER	TENDER DATA
5.11.9	All compliant proposals shall be evaluated for their Qualities on a scale of 100. The minimum qualifying points are 75 to be considered for further evaluation for selection. The quality criteria and maximum score in respect of each of the criteria are given hereunder.

CLAUSE NUMBER	TENDER DATA																	
	<i>A Tender scoring below 75 points in Quality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</i>																	
	<table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Tenderer's Relevant Project Experience</td><td>Schedule 1</td><td>30</td></tr><tr><td>Experience of the key personnel</td><td>Schedule 2</td><td>50</td></tr><tr><td>Approach and Methodology</td><td>Schedule 3</td><td>20</td></tr><tr><td colspan="2">Maximum possible score for Quality (N_{Qs})</td><td>100</td></tr></table>	Quality criteria	Evaluation schedule	Maximum number of points	Tenderer's Relevant Project Experience	Schedule 1	30	Experience of the key personnel	Schedule 2	50	Approach and Methodology	Schedule 3	20	Maximum possible score for Quality (N_{Qs})		100		
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Approach and Methodology	Schedule 3	20																
Maximum possible score for Quality (N_{Qs})		100																
	The minimum number of qualifying evaluation points for quality is 75.																	
5.13	Tender offers will only be accepted if: 1. 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; 2. the tenderer has not: a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.																	
5.17	The number of paper copies of the signed contract to be provided by the employer is one.																	
TENDER AWARD																		
A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).																		
B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.																		
C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i>																		
D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.																		
E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.																		

CLAUSE NUMBER	TENDER DATA
	F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer. Additional Conditions of Tender The additional conditions of tender are: A. Joint Venture Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents. B. Costs incurred by Bidder The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith. C. Acceptance of Bid The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. D. Period of validity of tender and withdrawal of tender after the closing date of tender submission All Tenders shall remain valid for a period of 90 days, exclusive of closing date but inclusive of the 90th day or until the Tenderer is relieved of this obligation by the Employer, in writing. E. Withdrawal of Tender during validity or Failure in signing resulted Contract Agreement at Award Should a Tenderer a) Withdraw his Tender during the period of its validity; or b) Give notice of his inability to execute the Contract or fail to execute the Contract; or c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer; Then the Tenderer shall be liable for and pay to the Employer – i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so; ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received; iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be. And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.

CLAUSE NUMBER	TENDER DATA
	Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption. F. Repudiation of Tender or Invalidation of Contract If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract; - has acted in a fraudulent or corrupt manner in obtaining/executing a Contract; - has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; - has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: - to refrain from Tendering for this Contract; - as to the amount of the Tender to be submitted by either party - has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already. G. South African Jurisdiction The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him. Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa. H Amendments to Tender by Employer a) Arithmetical Errors The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006): - Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. - If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. - Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. b) Imbalance in Tender Rates In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still

CLAUSE NUMBER	TENDER DATA
	not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him. The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, it should result rejection of the Tender <u>unless</u> the Employer decided otherwise.

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference No.: MISA/KSDLMEC/ 044/2021/22

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION

T2 Returnable documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

The mandatory documents as listed in **Clause 4.1 of T1.2 of Tender Data**, properly filled in and signed off by the authorised person must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents will result in the tenderer's proposal not being evaluated.

B. Returnable Schedules required for tender evaluation purposes (refer Eligibility Criteria in clause 4.1 of Tender Data)

Evaluation Schedules 1 to 4:

1. Tenderer's Relevant Project Experience
2. Experience of the key personnel
3. Approach and Methodology

C. Other documents required for tender evaluation purposes except for the returnable schedule documents listed in B, in the preceding section.

4. Record of Addenda to Tender Documents
5. Proposed amendments and qualifications

6. Compulsory declaration
7. Declaration on consultancy, goods and other services or a combination thereof offered to an organ of state and / or municipality
8. Preference Schedule: Broad Based Black Economic Empowerment Status
9. CVs and Qualifications of key personnel:
 - Project Leader (SACPLAN Registered Professional Town Planner)
 - Geographic Information System (GIS) Practitioner (SAGC Registered GIS Professional or GIS Technologist)
10. Professional registration certificate SACPLAN and SAGC GISc for key personnel.
11. Copies of Certificates(s) of relevant formal qualifications of key personnel mentioned above. For Foreign Qualifications, South African Qualification Authority (SAQA) evaluation must be submitted in hard copy
12. The recommended Service Provider's qualifications, registration and certificates will be scrutinized and verified by a 3rd party service provider before appointment.

T2.2 RETURNABLE SCHEDULES

1. Record of Addenda to Tender Documents

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

8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

2. Proposed Amendments and Qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

3. Compulsory Declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

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

Section 4: Central Supplier Database Registration Number

Central Supplier Database Registration number <i>(if applicable)</i>	
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Section 5: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

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

Section 6: Record in the service of the state

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Yes ☐ No (Tick appropriate box)

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

Section 9: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

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

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

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

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

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

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

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

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

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

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

Section 1: Enterprise Details

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

Section 2: Declaration for consultancy services:

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

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

Attach separate page as necessary and cross reference to this page

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

I / we certify that

1) (tick one of the boxes):

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

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

3) source of goods and / or services :

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

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

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

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

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

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

Signed

Date

Name

Position

Enterprise name

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

Preamble

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

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

1 Conditions associated with the granting of preferences

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

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

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

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

2.2 Enterprises other than micro exempted enterprises

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

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% maximum points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20

Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	60
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

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

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

Signature:

.....

Name:

.....

Duly authorised to sign on behalf of :

Telephone:

Fax: Date:

Name of witness Signature of witness

- Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Evaluation Schedule 1: Tenderer's Relevant Project Experience within the Town Planning and GIS sectors (30 Points)

The experience of the tenderer as a company (as opposed to key staff members) in delivering projects of similar nature to municipalities and other organs of state.

a) Town and Regional Planning Projects.

The information shall be for **completed projects** within the last **10 years** within the Municipal Environment including but not limited to or (Strategic Planning) Development or the review or development of an SDF and other related strategic Town and Regional Planning work.

The Tenderer should very briefly describe their experience in this regard, emphasizing the nature of the work and complexity. The description should be presented in tabular form with the following headings and appended to this page.

A letter from each of the respective clients (or completion certificate) must be provided, on a client's letterhead. Failure to provide the letter will result in a zero point score.

Employer, contact person and contact details (telephone, email address, etc.)	Project Name and brief description	Contract value	Planned dates		Actual dates	
			Start	End	Start	End

The scoring of the Tenderer's experience shall be as below:

1. Letter of completion or reference letter for completed project or delivery certificate: One letter on client's letterhead per project completed. **25 points**

- a) Less than 4 projects = 10 points
- b) 6 projects = 15 points
- c) 8 projects = 20 points
- d) 10 or more projects = 25 points

2. Total combined project value of a completed single project of the type of projects mentioned above **5 points**

- a) Below R1.5 million = 0 points
- b) R 1.5 million to below R 3 million = 3 Points
- c) R 3 million to below R 4,5 million = 4 Points
- d) R 4,5 million and above = 5 points

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

Registration Number of Pr Pin: _____

Name of Professional Town & Regional Planner: _____

Evaluation Schedule 2: Experience of the key personnel responsible for the management of the project and the project team [50 points]

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

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

CV's shall supply reference details for the value projects successfully completed, with the name(s) and contact details of the client organisation and contact person(s).

CVs of all key personnel, preferably, in no more than **3 pages**.

The CV and proof of qualification (Certified) and Professional Registration of individuals will be used for evaluation of each of the personnel for this section.

The scoring of the personnel will be as below (50 points)

- **Project Leader and Manager** = 20 points,
- **Town and Regional Planner** = 20 point
- **GISc Practitioner** = 10 points

A. Project Leader & Manager– 1 Required [Total 20 points]

The Project Leader & Manager with the following expertise are required.

- Professional Town Planner registered with (SACPLAN Professionally registered Pr Pin)
- Minimum Qualification National Diploma & Advanced Certificates (NQF 6)
- Minimum experience 10 years after qualifications

1. Qualifications 10 points

- | | |
|--|------------|
| a) National Diploma & Advanced Certificates in Town/Urban Planning | = 6 points |
| b) Bachelor's degree or B.Tech in Town/Urban Planning | = 8 points |
| c) Honours or master's degree in Town/Urban Planning | =10 points |

2. Years of work experience (after graduation) 10 points

- | | |
|-------------------------|-------------|
| a) Below 10 years | = 0 points |
| b) 10 to below 12 years | = 6 points |
| c) 12 to below 15 years | = 8 points |
| d) 15 and above | = 10 points |

B. Town and Regional Planner – 2 Required [Total 20 points]

The Town and Regional Planners with the following expertise are required:

- Professional Town Planner registered with (SACPLAN Professionally registered Pr Pln)
- Minimum Qualification National Diploma & Advanced Certificates (NQF 6)
- Minimum experience 7 years after qualifications.

Scoring: The Town and Regional Planner will be scored on full points of 20 as detailed hereunder. The average for 2 persons will be used for scoring.

1. Qualifications 10 points

- | | |
|--|-------------|
| a) National Diploma & Advanced Certificates in Town/Urban Planning | = 6 points |
| b) Bachelor's degree or B.Tech in Town/Urban Planning | = 8 points |
| c) Honours or master's degree in Town/Urban Planning | = 10 points |

2. Years of work experience (after graduation) 10 points

- | | |
|------------------------|-------------|
| a) Below 7 Years | = 0 points |
| b) 7 to below 9 years | = 6 points |
| c) 9 to below 10 years | = 8 points |
| d) 10 years and above | = 10 points |

C. Geo-Information Science (GISc) Practitioner – 2 Required- [Total 10 points]

The (GISc) Practitioner with the following expertise is required:

- Geo-Information Science (GISc) Practitioner registered with SAGC as Professional GISc Practitioner.
- Minimum Qualification National Diploma & Advanced Certificates (NQF 6)
- Minimum experience 5 years after qualifications.

Scoring: The Geo-Information Science (GISc) Practitioner will be scored on full points of 10 as detailed hereunder. The average for 2 persons will be used for scoring.

1. Qualifications 6 points

- | | |
|--|------------|
| a) National Diploma & Advanced Certificates (NQF 6) | = 2 points |
| b) Bachelor's degree or a GISc qualification (NQF 7) | = 4 points |
| c) Honours or Master's Degree (NQF 8 or 9) | = 6 points |

2. Years of work experience (after graduation) 4 points

- | | |
|-----------------------|------------|
| e) Below 5 years | = 0 points |
| f) 5 to below 7 years | = 2 points |
| g) 7 to below 9 years | = 3 points |
| h) 9 years and above | = 4 points |

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule are within my personal knowledge and are to the best of my knowledge true and correct.

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

Evaluation Schedule 3: Methodology / Approach (20 points)

The approach paper must respond to the scope of work (Part C3: Scope of work).

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

As the contents of a proposal give a clear firsthand impression about the capability of the Proposer, the Proposer is expected to submit an organized well-written proposal (approach paper) using proper separators for each of the chapters and annexures (if there is any).

The approach paper must contain at least the following:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);

Executive Summary: A brief summary (Executive Summary) of the whole contents of the approach paper;

Approach: Detailed approach, as the Proposer feels best to deliver the intended services for the project with identification of tasks, for each of the activities/ deliverable as have been foreseen in the Scope of work, detailing at least the following:

1. Methodology to be adopted;
2. Project implementation schedule broken down into activity, task and sub-task per identified deliverable;
3. Manning schedule with organogram for the proposed project team;
4. Project implementation Risks and Risk Management proposal;
5. Quality control mechanism be adopted;
6. Stakeholder management and reporting;
7. Skills transfer

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Approach Paper		<u>20 points</u>
1. Methodology to be adopted	Reference is made to "The Scope of Work Part C 3. A full discussion on how the outcome is going to be achieved as intended. Complete <u>Table A: Methodology Deliverables</u> with <u>1x point per row item completed</u>	7 points

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
2. Project implementation schedule broken down into activity, task and sub-task per identified deliverable	Appropriateness of identified tasks (1 point) and milestones (s) per deliverables and timeliness (1 point)	2 points
3. Manning schedule with organogram for the proposed project team	Provided all key professionals (1 point) and linked according (1 point) to the job responsibilities	2 points
4. Project implementation Risks and Risk Management proposal	Adequacy of understanding of program risks (1 point) and appropriateness (1 point) of mitigation options	2 points
5. Quality control mechanism be adopted	Provision of qualified personnel (1 point), adequacy of process (1 point) and appropriateness of proposed template (1 point)	3 points
6. Stakeholder management and reporting	Explained explicitly (1 point) and adequacy of process (1 point)	2 points
7. Skills Transfer	Explained explicitly (1 point) and adequacy of process (1 point)	2 points

Table A: 1. Methodology Deliverables

Deliverable	Methodology
1. Development Planning Sector Institutional Strategic Report	
2. Municipal Planning System Development	
3. Digital E-Lodgement System Establishment for development applications	
4. Develop a Standard Project Management methodology towards an EPMO	
5. Resourcing of GIS Unit and capacitation	
6. GIS Unit Institutional Strategic Assessment	
7. GIS Unit database establishment and Standard Operating Procedures	



Municipal Infrastructure Support Agent (MISA)

The Contract

Reference No.: MISA/KSDL/EC/ 044/2021/22

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION

Based on

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

C 1Agreements and contract data

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

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

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

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

Total Amount: R_____ (in figure), (Rand _____
_____) (in word)

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature

Date:

Name

Capacity

**For the
tenderer:**

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

Name &
signature
of witness

Date

.....

.....

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any 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 *Consultant*) 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

Date: _____

Name(s) Ntandazo Vimba

Capacity Chief Executive Officer

For the Employer Municipal Infrastructure Support Agent

Schedule of Deviations

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

.....

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

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

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

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference No.: **MISA/KSDLM/EC/ 044/2021/22**

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION

C1.2 CONTRACT DATA

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

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

Part one - Data provided by the *Employer*

1 General

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

A: Priced contract with activity schedule

Dispute resolution Option

W1: Dispute resolution procedure

And secondary Option

X2: Changes in Law

X10: Employer's Agent

Z: Additional conditions of contract

of the NEC 3

10.1	<i>The Employer is</i>
	Municipal Infrastructure Services Agent
Physical Address:	Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046
Postal Address:	Private Bag X105, Centurion 0046

	Telephone: 012 848 5300								
11.2(7)	The <i>Scope</i> is as given in section C3: Scope of works								
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa								
13.1	The <i>language of this contract</i> is English								
13.3	The <i>period of reply</i> is 2 weeks								
2	The Parties' main responsibility								
22.1	If the <i>Service Provider</i> subcontracts work, it should not be more than 25% of the total value of the contract. Please also refer to 4.13.4								
3	Time								
30.1	The <i>starting date</i> is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.								
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is Eleven Months (11) after the start date .								
31.1	The <i>Service Provider</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.								
5	Payment								
50.1	The <i>assessment interval</i> is monthly on or before the 20th day of each successive month.								
50.3	The <i>expenses</i> stated by the <i>Employer</i> are according to the agreed prices at award.								
	<table border="1"> <thead> <tr> <th>Item</th><th>Amount</th></tr> </thead> <tbody> <tr> <td> - printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports - covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports - maps, models and presentation materials required by the <i>Employer</i> </td><td>market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers</td></tr> <tr> <td> Travelling by motor vehicle charges for traveling within 300 km radius around Mtata to perform the services authorised by the <i>Employer</i> </td><td>Cost based on Department of Transport rates.</td></tr> <tr> <td>Accommodation where the services necessitates that staff need to travel outside of the region (see Annexure 1) identified in Part 2 of the Contract Data to perform the services where authorised by the <i>Employer</i></td><td>Cost (Limited to R 1 100 Bread and Breakfast per person per night in MTHATHA)</td></tr> </tbody> </table>	Item	Amount	- printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports - covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports - maps, models and presentation materials required by the <i>Employer</i>	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers	Travelling by motor vehicle charges for traveling within 300 km radius around Mtata to perform the services authorised by the <i>Employer</i>	Cost based on Department of Transport rates.	Accommodation where the services necessitates that staff need to travel outside of the region (see Annexure 1) identified in Part 2 of the Contract Data to perform the services where authorised by the <i>Employer</i>	Cost (Limited to R 1 100 Bread and Breakfast per person per night in MTHATHA)
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Travelling by motor vehicle charges for traveling within 300 km radius around Mtata to perform the services authorised by the <i>Employer</i>	Cost based on Department of Transport rates.								
Accommodation where the services necessitates that staff need to travel outside of the region (see Annexure 1) identified in Part 2 of the Contract Data to perform the services where authorised by the <i>Employer</i>	Cost (Limited to R 1 100 Bread and Breakfast per person per night in MTHATHA)								
51.1	The period within which the payments are made is thirty days from the date of receipt (exclusive) of the invoice.								

51.2	The <i>currency of this contract</i> is the South African Rand. The <i>interest rate</i> is the Prime lending rate of the <i>Employer's Bank</i> .													
6	Compensation events As per standard NEC3 clause 60.1.													
7	Rights to material No data required for this section of the <i>conditions of the contract</i> .													
80	Indemnity, insurance and liabilities													
80.1	The amounts of insurance and the periods for which the <i>Service Provider</i> maintains insurance are as follows:													
	<table border="1"> <thead> <tr> <th>Event</th><th>Cover</th><th>The period following Completion of the whole of the works or earlier termination</th></tr> </thead> <tbody> <tr> <td>Risk of design deficiency and or errors for which events Professional Indemnity would cover.</td><td>R 1.5 million in respect of each claim, without limit to the number of claims</td><td>Until the end of the <i>completion date</i>.</td></tr> <tr> <td>Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</td><td>That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Service Provider</i> deems desirable also</td><td>Until the end of the <i>completion date</i>.</td></tr> <tr> <td>All risk contract works</td><td>Amount of cover to match contract value</td><td></td></tr> </tbody> </table>	Event	Cover	The period following Completion of the whole of the works or earlier termination	Risk of design deficiency and or errors for which events Professional Indemnity would cover.	R 1.5 million in respect of each claim, without limit to the number of claims	Until the end of the <i>completion date</i> .	Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Service Provider</i> deems desirable also	Until the end of the <i>completion date</i> .	All risk contract works	Amount of cover to match contract value		
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All risk contract works	Amount of cover to match contract value													
81.1	The <i>Employer</i> provides no insurance cover.													
81.2	The <i>Contractor</i> provides the certificate(s) from the accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract is in force before the signing of the contract arising from the award.													
9	Termination and dispute resolution													
10	Data for the main Option clause													
A	Priced contract with activity schedule No data required for this section of the <i>conditions of the contract</i> .													
11	Data for Option W1													
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),													

W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.4((2)	The <i>tribunal</i> is a reference to a South African Court of Law
12	Data for secondary Option clause(s)
X2	Change in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X10	Employer's Agent
X10.1	The <i>Employer's Agent</i> is Chief Executive Officer (Or Designated MISA Official) Mr Ntandazo Vimba Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
Z	Additional conditions of contract
	The <i>additional conditions of the contract</i> are
Z1	Tax invoices The Service Provider's invoice. Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the <i>Service Provider</i> to the <i>Employer</i> include the details stated in the <i>Scope/ Price Schedule</i> to show how the amount due has been assessed, and the details required by the <i>Employer</i> for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by: The <i>Employer</i> makes each payment within thirty days from the date of receipt (exclusive) of the <i>Service Provider's</i> invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.
Z2	Selection and appointment of the Adjudicator Add the following paragraph to clause W.1.2(1) Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> for the Contract. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.
Z3	Acts or omissions by mandatories

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

Part two - Data provided by the *Service Provider*

10.1 *The Contractor / Consultant is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

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

1 Name: _____

Position in the Project Team: _____

Responsibilities:

Qualifications:

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

Role of key person	Name of key person
Project Leader and Manager	
Town and Regional Planner	
GISc practitioner	



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Reference No.: MISA/KSDL/EC/ 044/2021/22

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION

Part C2: Pricing data

C2.1 Pricing Assumptions

PRE-AMBLE OF THE PRICING SCHEDULE

1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
2. The Tenderer has to quote prices against each of the Activities Schedule items (C2.2: Activity Schedule) covering all services as deemed required for the successful completion of each of the items.
3. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
4. The tendered price should be inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, local travel and subsistence, accommodation, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.
5. All items on the Activity Schedule must be priced.
6. Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
7. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project. The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.

8. All rates and sums of money quoted in the 'Price list' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
9. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.
10. Tenderers should take note that payment will be only based on acceptable completed items under a specific deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
11. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity (clause 31,1 of NEC 3, PSC) taking into account the starting date and completion date (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).
12. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:

- **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- **Quantity:** The number of units of work for each item
- **Rate:** The payment per unit of work at which the Bidder bids to do the work
- **Amount:** The quantity of an item multiplied by the bid rate of the (same) item
- **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.

13. The units of measurement indicated in the Schedule of costs are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent

MN	=	meganeuton
MN-m	=	meganeuton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

C2.2 Activity and Pricing Schedule

Service Provider has to quote the price lists.

Item	Deliverable Number	Unit	Quantity	Rate (R-c)	Amount (R-c)
1	Project Deliverables				
1.1	Deliverable 1: - Development Planning Sector Institutional Strategic Report (Planner) - GIS Unit Institutional Strategic Assessment (GIS) - Resourcing of GIS Unit and capacitation (GIS) - Software Specification Costing to be included into Part of Deliverable No 1: Per the below Software Resources Schedule Table to be completed (GIS)	Sum	1		
1.2	Deliverable 2: - GIS Unit database establishment and Standard Operating Procedures (GIS) - Digital E-Lodgement System Establishment for development applications (Planner & GIS)	Sum	1		
1.3	Deliverable 3: Municipal Planning System Development	Sum	1		
1.4	Deliverable 4: Develop a Standard Project Management methodology towards an EPMO (Planner and GIS)	Sum	1		
SUB-TOTAL 1 (Deliverable)					
2	Additional Costs				
2.1	Supply, Deliver, install, set up and test ArcGIS software with Basic License at KSD offices in Mtata	No	2		
2.2	Supply, Deliver, install, set up and test Microsoft Professional 2019 software at KSD Offices in Mtata	No	2		
2.3	Provide installed Software Maintenance for Year 2 after installation	Sum	1		

Item	Deliverable Number	Unit	Quantity	Rate (R-c)	Amount (R-c)
2.4	Provide training and support to relevant KSD Town and Regional Planning Department 10 in Number for 2 weeks on the use of the installed software as per items 2.1 and 2.2 above	Sum	1		
	SUB-TOTAL 2 (Additional Costs)				
	TOTAL 1 (SUB-TOTAL 1 + 2)				
	PLUS VAT				
	TOTAL 2				
		Unit	Quantity	Rate (R-c)	Amount (R-c)
3	REIMBURSABLE EXPENSES				
3.1	Expenses and related costs (payable based on actual Cost) N.B. Not subjected to VAT	Prov Sum	1	R 250 000	R 250 000.00
	SUB-TOTAL 3 (Reimbursable Expenses)				
	GRAND TOTAL(TOTAL 2 + SUB-TOTAL 3)				

***Note:** Both PSP's (Planner and GIS) are expected to physically be in Mthatha at the KSD Office as follows: for eight (x8) days per month as follows: x5 nights per month in total, split into 3x nights mid-month (Technical Team work and planning sessions) and 2x nights at month end for PSC Management meetings/other meetings for the duration of this 11 month long project.

Travel and accommodation will need to be budgeted for and included into the above costing.

TOTAL QUOTED PRICE (in words)	
Rand _____	

_____	THIS PRICE MUST BE CARRIED TO THE FORM OF OFFER

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **MISA/KSDL/AAA/000/2021: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data. []

SIGNED ON BEHALF OF THE TENDERER: _____

FULL NAME: _____



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Reference No: MISA/KSDLM/EC/ 044/2021/22

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE KING SABATA DALINDYEBO (KSD) MUNICIPALITY (EASTERN CAPE) WITH SPECIALIST TOWN/SPATIAL PLANNING AND GIS RESOURCES AS WELL AS COMPUTING SOFTWARE TO AUGMENT THE KSD GIS SECTION

PART C3: Scope of Work

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

C 3.1.1 Background

The King Sabata Dalindyebo Local Municipality is a local municipality situated in the District of OR Tambo District Municipality in the inland of Eastern Cape Province. King Sabata Dalindyebo Local Municipality was established before the 2000 local government elections when the Mthatha and Mqanduli transitional and rural areas were merged.

Comprising two amalgamated entities, Mthatha and Mqanduli urban and rural magisterial areas. The municipality has both an urban and a rural character, including a prominent national urban settlement and regional economic hub, as well as dispersed village-type rural settlements. The municipality covers an area of 3027 square kilometres and currently has 36 wards accommodating an estimated population of 512 000 people in 126 000 households and the wards will be in 37 after the upcoming elections. This equates to an average annual growth rate of 1.76% in the number of households from 2009 to 2019.

This rich and complex historical background influenced the development trajectory of the former homeland areas which are mainly characterised by maladministration and under development among other factors. As like many other homelands, the former Transkei area was hardly hit by under development and poor service delivery, especially in rural areas.

The political transition from 1994 encouraged various development initiatives, including basic service delivery for clean drinking water, roads and electricity. However, rural areas remained to lag developmentally, as compared to the urban areas. This disjuncture stemmed from policies and legislation that were highly urban bias.

KSD is the 3rd largest City in the Eastern Cape and have a vision of obtaining metropolitan area status, with KSD aiming to enhance these capabilities in order to ensure sustainable growth of their municipal area. The Municipality has been identified as a priority municipality in the Eastern Cape Province requiring strategic, technical and financial support, with Mthatha, being the regional hub for the entire OR Tambo and Alfred Nzo Districts. Direct technical support is required due to KSD's inability to plan ahead and efficiently deliver services to the community in the desired manner.

Due to KSD's massive population, enormous pressure is placed on available services and the depleted technical capabilities of the Municipality is unable to cope with demand. Over the last two decades, KSD has experienced challenges in growing its capabilities due to financial constraints, especially in strategic development planning, spatial/town planning, GIS and housing (human settlements).

There is a dire shortage of technical skills and capacity gaps in planning and implementing spatial development initiatives, as well as monitoring growth plans of the City. Many complex new development projects are planned however KSD does not have the technical capacity and expertise to plan, implement, manage and execute these projects. One example would be the Coffee Bay New Town Establishment, which has been delayed for over a decade, since the Coffee Bay Local SDF Plan was finalised. Various other spatial development plans and new nodal development plans are being delayed due to various systemic reasons. This has a huge impact on lack of development, investment and job creation.

There is a systemic disjuncture between Strategic Planning (Plan Development), Capital Expenditure Framework implementation and Nodal development actually happening.

There is poor co-ordination between KSD service departments, as well as OR Tambo responsible for Water and Sanitation and Eskom. The overall planning system is basic resulting in in-efficiencies and under-performance with a weak GIS Unit that is poorly resourced and under-utilised. Structural deficiencies and integrated planning challenges with limited inadequate spatial data sharing by the applicable spheres of government and SOEs.

The existing land management system is rudimentary and does not set a conducive environment for investment and development.

KSDLM have major challenges relating to strategic forward planning, project implementation and efficient delivery of services to the community. Due to their large population, enormous pressure is placed on available services and the depleted technical capabilities of the Municipality is unable to cope with demand. KSDLM has experienced challenges in growing its capabilities due to financial constraints, especially in strategic development planning, spatial/town planning, GIS and housing (human settlements).

There is a deficiency of technical skills and capacity gaps in spatial planning initiatives (all sectors) and implementing development (nodal) projects. Monitoring growth plans of the City has been challenging as well. KSD have a vision of obtaining metropolitan area status, and KSD are aiming to enhance these capabilities in order to ensure sustainable growth of their municipal area.

The NDP identifies five main challenges facing South Africa with its vision of sustainable human settlements, which are all applicable to KSD inclusive of Mthatha and its wider rural hinterland as well as coastal settlements such as Coffee Bay. They are:

- i. dysfunctional settlement patterns;
- ii. challenges facing towns and cities;
- iii. uncertain prospects of rural areas;
- iv. challenges of providing housing, basic services and reactivating communities;
- v. weak spatial planning and governance capabilities.

C 3.1.2 Status Quo

The KSD LM is predominantly rural in nature, with only the urban centres of Mthatha and Mqanduli. The analysis of settlement patterns is an important one as it seeks to see the nature of settlement growth, identify the dispersity of settlements as it relates to the provision of services.

Urban

Mthatha has become the centre for shopping and administrative functions and is home to the historical Walter Sisulu University (formerly the University of Transkei- Unitra). Mthatha is home to a number of residential neighbourhoods including Southernwood, Southridge Park, Northcrest and Hillcrest. It is also home to one of the country's oldest townships, Ngangelizwe.

Mqanduli is the second urban centre within the KSD LM. Mqanduli served as a rural service centre in the former Transkei region although in served as one of the urban centres of the KSD LM. The town has plenty of economic activity and big retail stores such as Boxer, Shoprite and Spar. The KSD LM also has its satellite offices located in Mqanduli.

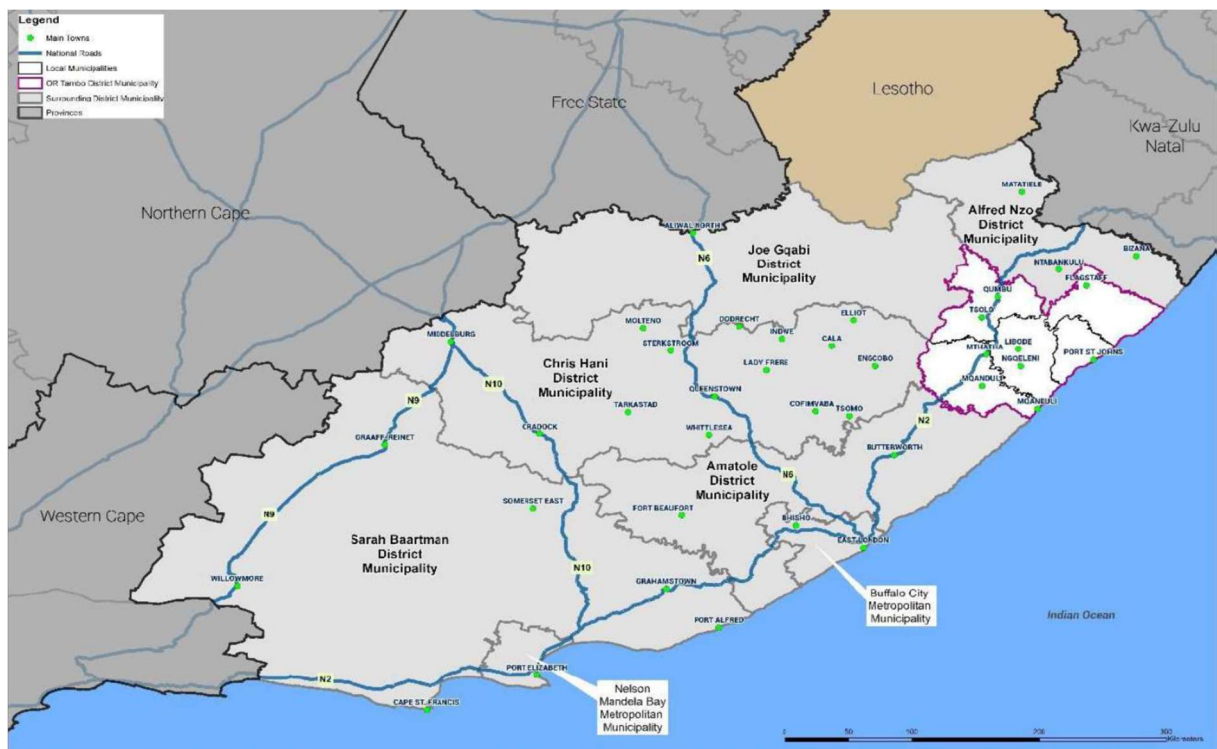
Rural

There are a number of rural settlements within the KSD municipal jurisdiction as the municipality is predominantly rural. Based on the settlements plan, there are dispersed settlements located west of the municipality, however, on the southern direction, the settlements become concentrated. The south-eastern region of the municipality, along the coastline, the settlements show high levels of concentration.

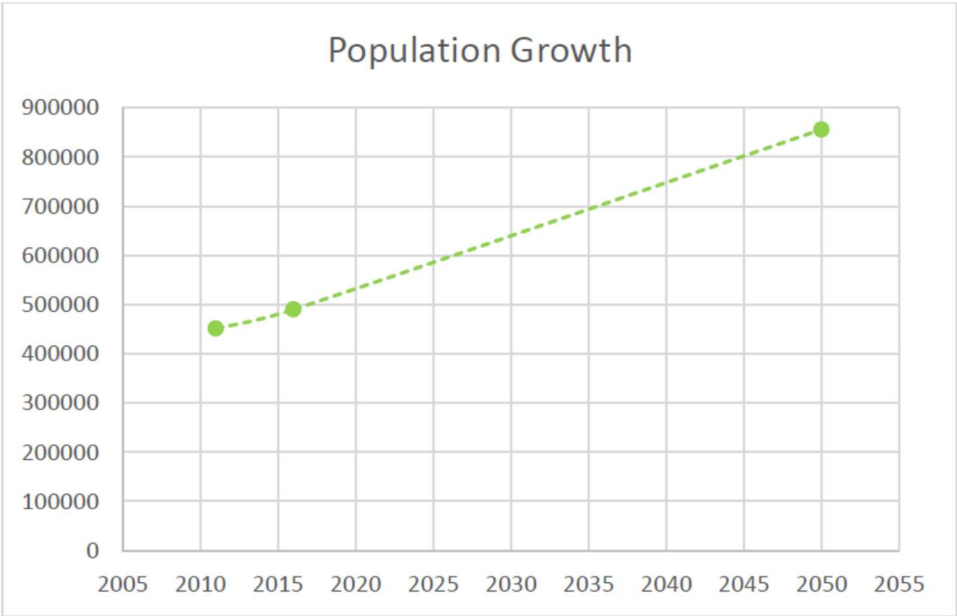
Coastal

The attractive coastal features of Coffee Bay and Hole-in-the-wall have resulted in small holiday resorts being developed. Over time these resorts have changed in character and despite being important tourism centres, have become more established residential settlements.

The state of settlements, including buildings within the main urban centres are in a state of despair and in need of refurbishment. The CBD area of Mthatha is in a state of decay although the buildings are only a single story, this has direct impacts on the amount of investment that is directed towards the CBD area by potential developers and buyers. Certain businesses may not associate with the CBD, rather, opting to lease for business space within shopping malls.



On the other hand, it should be noted that there exist great opportunities for development within the urban centres of Mthatha and Mqanduli as well as their surrounding areas. There are also active social spaces within the urban centres that could be utilised for business opportunities and exploring social activity within the city.



Based on the data between 2011 and 2016, the municipality has seen a growth in the Black African population and a decline in other racial groups over that period. The municipality has also shown an increase of 38 494 people over 5 years.

If we consider an annual growth rate of 1. 58%, the projected population by 2050 is expected to be **856 217**. This population needs to be catered for in terms of employment opportunities, schools, and social infrastructure. The municipality and its associates such as OR Tambo DM, CoGTA an MISA need to consider this increasing population as the population will double to 850 000 in year 2050.

Due to KSDLM's growing population, enormous pressure is placed on available services and the depleted technical capabilities of the Municipality is unable to cope with demand. KSD Municipality has experienced challenges in growing its capabilities due to financial constraints, especially in strategic development planning, spatial/town planning, GIS, housing (human settlements) and project implementation. There is a shortage of technical skills and capacity gaps in spatial planning initiatives (all sectors), implementing development projects, as well as monitoring growth plans of the City.

The KSD Human Settlements Directorate is responsible for the following key functions-:

- a. Spatial Planning (Strategic and Forward Planning)

- b. IDP / SDF Capital Expenditure Framework Project Execution (M&E)
- c. Town Planning (Land Use & Development Management)
- d. Building & Aesthetics Management (Signage Advertising & Architecture)
- e. Land Administration Section (Land, Properties & Clearances for transfers)
- f. Administration (SPLUMA: Development Application processing for public & private)
- g. Geographic Information System (Entire Municipality)
- h. Data and Knowledge Management Custodian
- i. Housing Programme
- j. Settlement Planning and Feasibility Studies
- k. Land Surveying

SPLUMA

The enactment of the Spatial Planning and Land Use Management Act (SPLUMA) in 2013 could be regarded as a transformative tool towards land use management within the Republic as a whole. This legislation seeks to transform land development in the country's urban and rural areas through appropriate land use control, change the functioning of the planning profession by extending the scope to rural areas as well as to encourage development in rural areas.

This is a tool to transform the historical spatial fabric that encouraged under development, poverty and limited economic output. The following strategies are proposed as a means of addressing spatial transformation within the municipality:

- Promotion of sustainable settlements;
- Access to social services;
- Access to infrastructural services;
- Promotion of economic activity in lagging areas;
- Lenient land use control measures in previously disadvantaged areas.

The NDP identifies five main challenges facing South Africa with its vision of sustainable human settlements, which are all applicable to KSD and Mthatha. They are:

- i. dysfunctional settlement patterns across the country;

- ii. challenges facing towns and cities;
- iii. uncertain prospects of rural areas;
- iv. challenges of providing housing, basic services and reactivating communities;
- v. weak spatial planning and governance capabilities.

ISSUES:

The following were identified as key issues impacting negatively on KSD:

▪ LAND ▪ Land Claims; ▪ Land Invasions; ▪ Large municipal area constitutes of rural land ▪ INFRASTRUCTURE ▪ Lack of maintenance of basic infrastructure; ▪ Vehicular and pedestrian congestion; ▪ Poor road infrastructure; ▪ Excessive pressure on sewer system ▪ SETTLEMENT PATTERNS AND DEVELOPMENT TRENDS ▪ Large rural area land coverage; ▪ Urban sprawl in relation to the provision of basic services; ▪ Decaying CBD ▪ INSTITUTIONAL ▪ Institutional capacity; ▪ Traditional vs. political power struggles	▪ HOUSING ▪ Lack of various housing typologies; ▪ Migration into Mthatha from surrounding towns and rural settlements ▪ ECONOMIC ▪ Prominence of remittances; ▪ Limited economic base; ▪ Culture of spending and consuming; ▪ Prominence of the informal sector; ▪ Prominence of natural disasters such as tornadoes; ▪ Limited or no social responsibility from businesses; ▪ High dependency on social grants; ▪ ENVIRONMENTAL ▪ Limited functionality of nature reserves; ▪ Limited supplementary developments on the coastline
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VACANCY RATE

From an overall perspective the Human Settlements (Development Planning) Directorate has the highest vacancy rate of 63% (42 staff) and Technical Services has a rate of 62% (396 staff). The extremely high vacancies impact massively on service delivery.

DEPARTMENT	NO. OF POSTS	NO. OF FILLED POSITIONS	VACANCIES	VACANY RATE
MM's Office	119	69	50	42%
Technical Services	635	239	396	62%
Finance	149	98	51	34%
Community Services	478	421	57	12%
Human Settlement	67	25	42	63%
Corporate Services	221	84	137	62%
Public Safety	623	348	275	44%

DEPARTMENT	NO. OF POSTS	NO. OF FILLED POSITIONS	VACANCIES	VACANY RATE
Rural and Economic Development	63	35	28	44%
TOTAL	2355	1319	1036	44%

Source: KSD IDP 2021/22

STATUS QUO DISCUSSION

Status quo discussion is as follows:

- a) KSD has been identified as a priority municipality in the Eastern Cape Province requiring strategic, technical and financial support, with the 3rd largest City of Mthatha, being the regional hub for the entire OR Tambo and Alfred Nzo Districts. KSD have a vision of obtaining metropolitan area status, and KSD aiming to enhance these capabilities in order to ensure sustainable growth of their municipal area. The current system and resources will not enable this and future Metro status is unlikely without capacity.
- b) Many development projects are planned and KSD requires technical capacity and expertise to plan, implement, manage and execute these projects.
- c) Various spatial development framework plans, local SDFs and master plans have been prepared over the last decade that require implementation. This includes new mixed-use node developments, road upgrades, the Mthatha by-pass, transport facilities, infrastructure (civil and electrical), community infrastructure and new human settlement projects.
- d) Nodal planning, development and investment is not taking place as desired.
- e) There is a systemic disjuncture between Strategic Planning (Plan Development), Capital Expenditure Framework implementation and Nodal development actually happening.
- f) The overall planning system is basic resulting in in-efficiencies and under-performance.
- g) There is limited innovation and technology being used.
- h) The GIS Unit is poorly resourced and under-utilised.
- i) Structural deficiencies are evident relating to the Development Planning system.
- j) Institutional Strategic Planning relating to the Development Planning Sector is weak in many ways including operational structure, lack of skills and systems.
- k) Integrated Planning challenges with limited inadequate spatial data sharing by the applicable spheres of government and SOEs.
- l) Service delivery performance is being eroded.
- m) The implementation of and compliance with multiple legislative and policy frameworks such as the NDP, PAIA and the SDI Act has been poor.
- n) Subjectivity in the planning function is evident and this needs to move towards an evidence-based approach to planning and land use management.

- o) Development of mechanisms that facilitate effective and efficient collaboration amongst government departments, fostering alignment of their programs and budgets to the planning needs identified and specified in SDF/IDP processes.
- p) Provision of a digital platform for online lodgement and processing of all land development applications (public and private) is needed.
- q) There is a need to facilitate the monitoring of defined KPI's such as spatial budgets and SPLUMA compliance.
- r) The land management system and SPLUM Implementation is basic.
- s) The transition to a future Metro status requires innovative best practice systems.
- t) Backlogs are high and the formation of the District Development Model (DDM) requires specialist expertise representing KSD at Strategic Level.
- u) There is a need for Implementation (Strategic Planning Level) restructuring and refocus.
- v) There is a poor record of service delivery with high backlogs over the last decade.
- w) An enabler to promote land, property development and economic investment.
- x) Promoting future job creation through renewed investment and innovation.

PROBLEM IDENTIFICATION

The current condition of the Planning and GIS sector serving KSD has deteriorated over the years and this is evident in the inability to plan for and implement projects, Capital Expenditure Framework projects, process development applications speedily and the lack of an integrated planning system.

PROBLEM ROOT CAUSES

The principal causes of the ongoing planning problems and deliver a reliable, sustainable service are:

- Inadequate resources and technical skills
- Inadequate systems
- Lack of integration
- Poorly resourced GIS Unit
- No E-Lodgement development application system
- Inability to plan and implement projects
- Lack of professionals staff
- Declining revenue
- Shrinking tax base

TECHNICAL ASSESSMENT

An assessment was conducted on software requirements including compatibility and operation and maintenance after delivery.

PROPOSED PROBLEM SOLUTIONS

There is need for an urgent “*technical intervention*” in order for the Municipality to “kick start” the Turn Around Strategy and resolve their Planning and GIS deficiencies to comply with minimum best practice requirements. This project aims to do this by:

- Sourcing professional skills and expertise to complete the project scope
- Develop systems and a structure that will promote growth & development
- Enhance Planning and GIS capacity

This solution acknowledges the urgent need for structural strengthening and improving capacity to enable planning efficiency, strategic review, integration, re-focus and project implementation.

OUTCOMES

Development Planning
• Ability to plan strategically • Develop and establishment planning systems and structures • Establish & implement the E-lodgement development application system • Ability to implement, manage, monitor and evaluate projects • Capacitate KSD staff • Enable nodal plans to be implemented, serviced and developed • Enabler for investment leading to growth and job creation • Consolidate all planning sectors into one integrated planning system that will feed the DDM One Plan EPMO • Improve overall performance and service delivery • Institutional Sector Institutional Strategic Assessment • Municipal Planning System Developed • Standard Operating Procedure Development • Methodology towards an EPMO Developed
GIS Unit
• GIS Unit to be fully operational and resourced • Capacitated with the minimum required technical skills • Capacitated staff including software

- Institutional Sector Institutional Strategic Assessment
- Database establishment
- Standard Operating Procedure Development
- Establish & implement the E-lodgement development application system

Employer's Objectives

The objective of the employer is to improve the overall planning function of KSD including its systems and operational structure to enhance project implementation and management through the appointment of suitable Professional Service Provider. The anticipated outcomes of the employer's objectives are as follows;

- Enable Spatial Development Framework implementation to take place
- Direct future public and private investment by aligning the capital budget requirements of departments and entities to priority areas
- Enable nodal investment and development
- Augment the GIS Unit and improve capability and resourcing
- Prioritise projects and programmes through a strategic and spatially-linked information system via a Capital Investment Management System (CIMS) in the context of a limited capital budget
- Promote economic growth and economic activities with increased job creation
- Contribute towards the eradication of service delivery backlogs, especially in poor and marginalised areas by prioritising projects in these locations
- Ensure the improved management of the Municipality's existing infrastructure
- Improve new service delivery through infrastructure and services that are planned, delivered and managed in an objective and structured manner.

An increase in economic activity in KSD in particular the growth of Mthatha, the 3rd largest City in the Eastern Cape, especially during the past 2 decades has led to major expansion throughout the City with urban sprawl and a steadily growing peri-urban settlement surrounding Mthatha. Spatial Planning and Project Implementation hasn't been effective in un-locking nodal developments. This has resulted in a range of problems that have stifled development and service delivery.

Overview of the Scope

The overview of the scope entail to provide MISA support to KSD LM in order to strengthen its Town and Regional Planning Capacity to unlock development and to improve delivery of basic services and required economic growth.

C 3.1.4 Extent of works and deliverables

The project scope entails the providing technical skills and resources to improve the KSD Local Municipality planning function. The works will be executed in phases, with this project being Phase No 1. The contract will run for a **11 month** period and the works will consist of the following deliverables:

A. PROFESSIONAL PLANNER:

A) Development Planning Sector Institutional Strategic Report	
i.	Interact with and assess relevant staff, understand their requirements and then deploy to implement the objectives and scope of the intervention.
ii.	Undertake a thorough analysis of the Municipal Planning System, diagnose problems and make recommendations to improve the system to best practice level. This will include other service Directorates including Technical Services, Community Services and Economic Development, Public Safety and Finance, as well as external stakeholders such as Eskom and OR Tambo. <u>(MISA will allocate an in-house Civil and Electrical Engineer & Town Planner to form part of this task)</u>
iii.	Undertake an institutional review for the Development Planning sector relating to best practice functions, technical skills, organogram and resource requirements. The report should include prioritization and financial implications.
iv.	Assess whether there is alignment between the SDF and its Capital Expenditure Framework, the IDP and KSD strategy and service delivery imperatives. Identify weaknesses and make recommendations.
B) Digital E-Lodgement System Establishment for development applications	
i.	Ensure that the E-lodgement system for Spatial Planning is set up and operational and that all Spatial Plans are uploaded and available.
ii.	Provide support to the GIS Practitioner in setting-up the E-lodgement (digital system) establishment, support and execution to ensure KSD alignment with NSPDR to become fully operational for all land development applications in terms of SPLUMA to ensure processing efficiency.
C) Municipal Planning System Development	
i.	Develop a Standard Operating Procedures Manual for Municipal Strategic Planning (Spatial Development & Capital Expenditure Framework and IDP activities) and ensure implementation and execution success. This must include a direct linkage with the PMU (Project Implementation) and M&E functions.
ii.	Align with the District Development Model (DDM).
iii.	Include the responsibilities for defining and driving the research agenda of KSD and for availing intelligence to enhance decision making and planning across the organization.
D) Develop a Standard Project Management methodology towards an EPMO	

i.	Development of a standard Project Management methodology comprising of processes, procedures and systems to be used across KSD in its implementation of projects;
ii.	Propose a suitable digital EPMO system mechanism that will facilitate effective and efficient collaboration amongst KSD Departments, OR Tambo, Government/sector departments and SOEs to foster alignment of their programs, budgets and processes.
iii.	Consider best practice models and technological developments and trends, as well as resources required, stakeholders, responsibilities, risks, financial implications and timeframes.
iv.	This deliverable will provide the methodology and foundation for <u><i>Phase 2 Expanded Project Management Office (EPMO) System Development and Implementation.</i></u>

B. GIS PRACTITIONER:

A) Resourcing of GIS Unit and capacitation	
i.	Installation and set-up of GIS software and tools of trade.
ii.	Set-up the two KSD GIS Practitioners with software per the BID Specification and ensure they are fully trained and operationalized.
B) GIS Unit Institutional Strategic Assessment	
i.	Interact with and assess the relevant staff, understand their requirements and then deploy to implement the objectives and scope of the intervention.
ii.	Undertake a thorough analysis of the Municipal GIS System, diagnose problems and make recommendations to improve the system to best practice level. This will include other service Directorates including Technical Services, Community Services and Economic Development, Public Safety and Finance.
iii.	Assess GIS linkages with the ORT DM and the rest of the ORT DM Municipalities and if possible, where the main system / server can be located or cloud based.
iv.	Prepare a report including challenges, findings, recommendations and financial implications.
C) GIS Unit database establishment and Standard Operating Procedures	
i.	Set up databases for Town Planning related spatial data requirements e.g zoning schemes or land use data sets, cadastral if missing and data editing if missing.
ii.	Design a geo-database for the land use schemes to comply with SPLUMA and keep track of the pre-spluma land use schemes e.g Old zoning vs new zoning.
iii.	Source base data from spatial data custodians relevant to spatial planning
iv.	Develop user manuals for town planning related GIS activities (Standard Operating Procedures) to maintain the system and then support afterwards.

D) Digital E-Lodgement System Establishment for development applications	
i.	Ensure the E-lodgement (digital system) is set-up, establishment, support and execution to ensure KSD alignment with NSPDR to become fully operational for all land development applications in terms of SPLUMA to ensure processing efficiency.
ii.	Ensure that the E-lodgement system for Spatial Planning is set up and operational and that all Spatial Plans are uploaded and available.
iii.	Ensure that all stakeholders involved in the planning, implementation and execution stages are briefed and fully involved in this digital co-ordination platform.
iv.	Knowledge transfer to GIS, Town Planning and Municipal staff (Training and support) of all levels that use these systems to ensure sustainability.
E) Develop a Standard Project Management methodology towards an EPMO	
i.	Assist the Pr Planner with the development of a standard Project Management methodology comprising of processes, procedures and systems to be used across KSD in its implementation of projects;
ii.	Propose a suitable digital EPMO system mechanism that will facilitate effective and efficient collaboration amongst KSD Departments, OR Tambo, Government/sector departments and SOEs to foster alignment of their programs, budgets and processes.
iii.	Consider best practice models and technological developments and trends, as well as resources required, stakeholders, responsibilities, risks, financial implications and timeframes. This deliverable will provide the methodology and foundation for <u>Phase 2 Expanded Project Management Office (EPMO) System Development and Implementation.</u>

COMBINED DELIVERABLES:

DELIVERABLES
Deliverable 1: Development Planning Sector Institutional Strategic Report (Planner) GIS Unit Institutional Strategic Assessment (GIS) Resourcing of GIS Unit and capacitation (GIS) Software Specification Costing to be included into Deliverable 1
Deliverable 2: GIS Unit database establishment and Standard Operating Procedures (GIS) Digital E-Lodgement System Establishment for development applications (Planner & GIS)
Deliverable 3: Municipal Planning System Development (including Standard Operating Procedures)
Deliverable 4: Develop a Standard Project Management methodology towards an EPMO (Planner and GIS)

Software Resources Summary:

Resources	Item	Specifications
Software	ArcGIS Basic License x2	1 year license
	Maintenance Year 2	extra year
	Microsoft Professional 2019 x2	Permanent/Once-Off
Handling Fee	Sourcing, Installation & Set-Up	
	1 day training and delivery	

DELIVERABLES

For each Phase the deliverables are to be as follows:

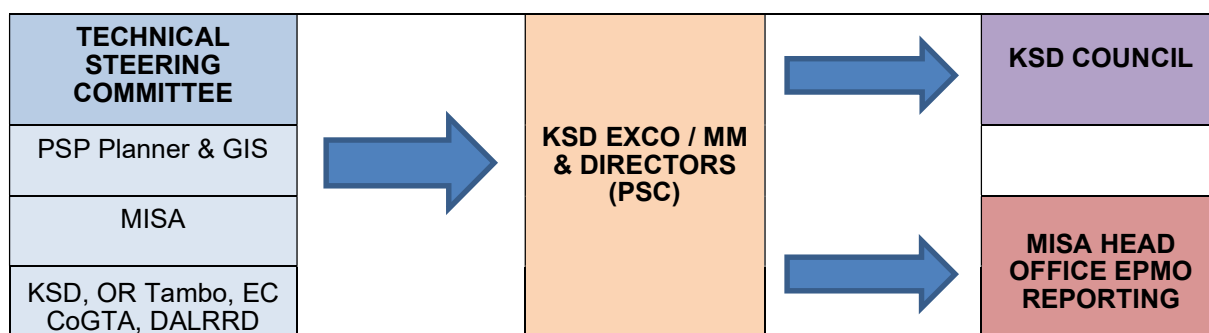
1. X3 hard copy reports in colour and neatly binded
2. Electronic format in MS Word and PDF
3. Presentation in PowerPoint and PDF
4. Datasets and layers to be provided in GIS shapefile format
5. All datasets must and delivered in the WGS84 coordinate system

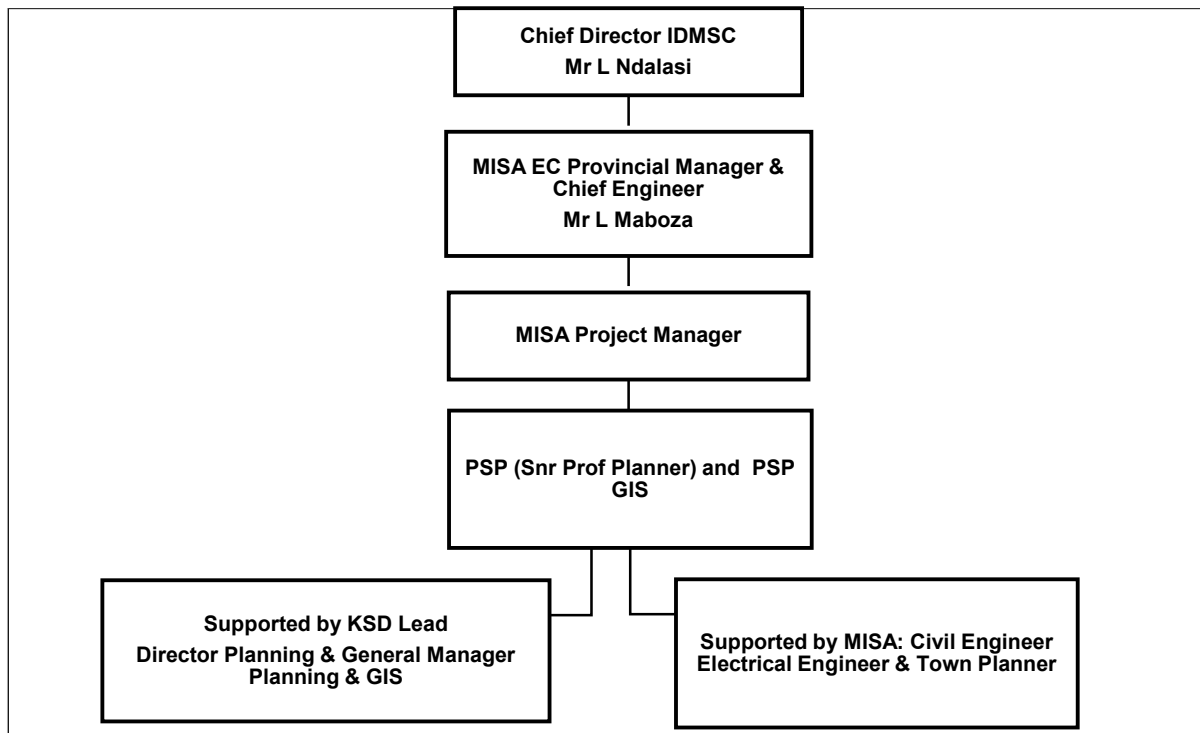
C 3.1.5 Proposed Program Structure

The following schematic drawing illustrate a proposed programme management structure showing the lines of communication and reporting.

Proposed Programme Structure:

The overall project structure proposed is as follows:





Notes applicable to the above Structure:

1. The structure is an indicative layout only and the real work structure may be different as long as the required work deliverables are achieved.
2. A Steering Committee will be established by KSD and MISA which include other stakeholder representatives and service provider will be making monthly report presentations. Typically there will be a committee at municipal level. The composition of this committee will be at the discretion of MISA.
3. Reporting requirements will be guided by the scope of works major activities (See C3.1), more detailed reporting and schedule time will be provided to the successful Service Provider/s during the contract negotiation and project inception stage.
4. The successful consultant will be required to submit monthly progress reports to MISA and KSDLML.
5. The successful consultant will enter into a Service Level Agreement with MISA
6. Copyright of all deliverables will vest with MISA and the Municipality. All electronic and hard copy information captured/utilized to provide the output of the project remains the property of MISA and KSD Local Municipality. The data should be surrendered to MISA and the Municipality at the end of the project. As the property of MISA and the municipality it cannot be used or shared, whether for profit or otherwise with any other party without written permission from the municipality.

7. The project will be signed off by the Project Manager/responsible manager upon the delivery of all the end products have been delivered and the Project Manager/responsible manager is satisfied that all requirements have been met.
8. MISA or its nominee reserves the right to monitor and evaluate the progress and outcome of this intervention as well as other services provided by the selected Service Provider's.
9. Each milestone achieved in this intervention will be approved by MISA before the next step is implemented; and
10. MISA or its nominee reserves the right to replace the Service Provider if the quality of services rendered is being compromised and the service delivery which characterizes this programme is put at stake.

C 3.1.6 Legislative Requirements

The Service Provider shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations. Applicable legislation includes the Spatial Planning and Land Use Management Act of 2013.

C3.1.7 Project Duration

The estimate contract period for Professional Services is as follows;

Planning Period = 2 weeks

Execution Period = 46 weeks

Total = 48 weeks (11 months)

The project should be completed over a period of (11) months. The service provider may be penalised if he/she fails to meet the required timeframe without valid reasons being put forward in writing.

The schedule of work until completion must be indicated together with the detailed budget breakdown (refer to table below).

DELIVERABLES	Timeframe Allowed
Deliverable 1: Development Planning Sector Institutional Strategic Report (Planner) GIS Unit Institutional Strategic Assessment (GIS) Resourcing of GIS Unit and capacitation (GIS)	Month 1-3

DELIVERABLES	Timeframe Allowed
Software Specification Costing to be included into Deliverable 1	
Deliverable 2: GIS Unit database establishment and Standard Operating Procedures (GIS) Digital E-Lodgement System Establishment for development applications (Planner & GIS)	Month 4-6
Deliverable 3: Municipal Planning System Development (including Standard Operating Procedures)	Month 7-9
Deliverable 4: Develop a Standard Project Management methodology towards an EPMO (Planner and GIS)	Month 10-11

C3.1.8 Risks and Assumptions

The following high-level risks have been identified:

- Resources availability: the availability of expert resources that met the required combination of expertise. Capacity to manage the project.
- Non-performance: the potential non-delivery or non-performance by the selected service provider remains a risk that needs to be managed by, for example, regular feedback and consultation meetings.
- Delays from the selected service provider, the municipality, provincial government, MISA or the other sphere of government present a distinct time-based risk. This should be factored into planning, cycles and reporting mechanisms.

Programme Assumptions

The intended success of the project is found on the assumptions that certain conditions will exist. These assumptions are as follows:

- The service provider has the necessary infrastructure, project management expertise and capacity to carry out this assignment.
- The service provider has a solid understanding of governmental policies and procedures to attend to the complex interrelationship and policies and procedures across government.
- The service provider will deliver on the terms of reference within the agreed time frame.
- MISA will provide leadership and co-ordinate management functions to ensure that collaboration and integration processes and requirements are streamlined across the different spheres of government.

- The service provider will be open to work with other service providers or MISA technical consultants deployed in the municipalities.

C3.1.9 Further Discussion

The National Spatial Planning Data Repository (NSPDR) & E-Lodgement project was conceptualised to assist in the implementation of the Spatial Planning and Land Use Management Act (SPLUMA). The solution will enable the sharing of spatial planning information and data across all three spheres of government, and the private sector and will aid municipalities in their spatial planning and land use management needs.

The objectives of the NSPDR are to;

- improve integrated planning by creating an ecosystem for sharing of spatial data among various spheres of government and other state-owned entities;
- remove subjectivity from the planning functions and move towards an evidence based approach to planning through improving access to core spatial data; and
- develop mechanisms that will facilitate effective and efficient collaboration amongst government/ sector departments to foster alignment of their programs and budgets to planning needs identified and specified in the PGDP/PSDF/SDF/IDP processes.

Along with SPLUMA, the NSPDR & E-Lodgement support the implementation of and compliance with multiple legislative and policy frameworks such as the National Development Plan (NDP), Intergovernmental Relations Framework (IGRF) Act, and the Spatial Data Infrastructure (SDI) Act.

NSPDR as an enabler of SPLUMA:

SPLUMA calls for the provision of a uniform, effective and comprehensive system of spatial planning and land use management. SPLUMA requires that the national government must, in accordance with this Act and the Intergovernmental Relations Framework Act, develop mechanisms to support and strengthen the capacity of provinces and municipalities to adopt and implement an effective spatial planning and land use management system.

- The NSPDR Ecosystem will facilitate access to the spatial information such as demographic, environmental, general infrastructure, cadastre data that is required for integrated spatial planning when comes to developing SDF's and land use schemes.
- E-lodgement capability.
- Offline spatial information access to remote Municipalities.

- Enable horizontal and vertical alignment of spatial plans.
- Enable spatial budgeting and spending SPLUMA requires the provision of procedures and processes for the preparation, submission and consideration of land development applications and related processes provided by provincial legislation.
- The NSPDR Ecosystem will provide access to the guidelines and tools for the development of SDFs and Land Use Schemes including Land Use Management Capability.
- The NSPDR Ecosystem will provide an E Lodgement solution that will enable the lodging of development applications to Municipalities as well as storage and management of related documents thereof.

SPLUMA calls for a coherent, planned approach to Spatial Development at the National, Provincial and Municipal spheres.

- The NSPDR Ecosystem will enable vertical and horizontal alignment of spatial planning through the overlay of multilevel plans at different spheres of Government.
- The Town and Regional Planner will have a view of his/her spatial plans as well as adjacent spatial plans (Sector, Local, District, Regional, Provincial, National SDF's), in order to assess alignment using the NSPDR Ecosystem.
- Assist municipalities in the implementation of the SPLUM Act.
- Improve integrated planning by creating an ecosystem for sharing of spatial data among various spheres of government and other state-owned entities.
- Support the implementation of and compliance with multiple legislative and policy frameworks such as the NDP, PAIA and the SDI Act.
- Remove subjectivity from planning functions and move towards an evidence-based approach to planning and land use management.
- Develop mechanisms that facilitate effective and efficient collaboration amongst government departments, fostering alignment of their programs and budgets to the planning needs identified and specified in SDF/IDP processes.
- Provide a digital platform for municipalities for lodgement and processing of development applications.
- Facilitate the monitoring of defined KPI's such as spatial budgets and SPLUMA compliance.

Enterprise Programme Management Office (EPMO)

The Enterprise Programme Management Office (EPMO), a business unit that is located within the Office of the Municipal Manager, needs to be established to promote standardized planning and implementation of projects across KSD thereby ensuring sound, sustainable, effective,

transparent, and accountable management of financial resources resulting in the enhancement of service delivery.

There is a need to create an environment that enables successful implementation of projects and programmes to ensure service delivery is improved, through project management proficiency and carefully planned infrastructure.

EPMO is responsible for offering the following key services to KSD stakeholders, which are of critical interest to KSD's political and administrative leadership in ensuring the delivery of their constitutional mandate:

- Facilitate the setting up and maintenance of a standard project management methodology comprising of processes, procedures and systems to be used across KSD in its implementation of projects.
- Establish or formalize and ensure continuous effective functionality of departmental project management offices (PMOs) across KSD Departments.
- Provide ongoing mentoring and coaching of staff assigned to departmental PMOs on project management best practice models and technological developments and trends.
- Facilitate the coordination of work and initiatives and promote collaboration amongst PMOs.
- Source and provide on an ad hoc basis critical human resource capacity and expertise where requested or deemed necessary.
- Establish and manage panels of service providers for usage by infrastructure development departments on an as and when required basis.
- Ensure alignment between planned projects and KSD strategy and service delivery imperatives.
- Conduct monitoring and evaluation on the implementation of projects to optimize their delivery within set quality standards, budget and time.
- Provide real-time and fit-for-purpose performance reports on KSD projects delivery for use by