



cooperative
governance
Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



Municipal Infrastructure Support Agent
Cooperative Governance & Traditional Affairs (CoGTA)
REPUBLIC OF SOUTH AFRICA

Reference No. **MISA/IDMSC/LICG/040/2021/22**

Appointment of a Research Entity to Study the Existing Labour-Intensive Construction (LIC) Guidelines & Practices Tender Documents for

Research Complimentary & Additional Methods and Update the Guidelines to suit the Existing Environment for MISA, Sector Departments and Local Government (Municipalities).

Client	Municipal Infrastructure Support Agent
Reference No.	MISA/IDMSC/LICG/040 /2021/22
Closing date and time	31 January 2022 @ 11h00 am
Date and time for non-compulsory briefing session	18 January 2022 @10h00 am
The Tenderer (Name)	

The General Conditions of Contract

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

Employer:

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



Municipal Infrastructure Support Agent (MISA)
Cooperative Governance & Traditional Affairs

Reference No.: **MISA/IDMSC/LICG/040 /2021/22**

Appointment of a Research Entity to Study the Existing Labour-Intensive Construction (LIC) Guidelines & Practices; Research Complimentary & Additional Methods and Update the Guidelines to suit the Existing Environment for MISA, Sector Departments and Local Government (Municipalities).

CONTENTS

Contents	2
Part T1: Tendering procedure	5
T1.1:Tender notice and invitation to tender	5
T1.2Tender Data	7
T2 Returnable documents	1
T2.1 List of returnable documents	1
T2.2 Returnable schedules	2
C1 Agreements and contract data	23
C1.1 Form of offer and acceptance	23
C1.2 Contract data	28
C2 Pricing data	34
C2.1 Pricing assumptions	34
C2.2 Pricing list	36
C2.2.1 The Pricing schedule	36
C3 Scope of Work	40
C3.1 Background	40
C3.1.1 Introduction	40
C3.1.2 Project Beneficiaries	41
C3.1.3 Related Programmes, Initiatives or stakeholders	41
C3.2 Objectives of the Services to be Provided	41
3.2.1 General Objective	41
C3.2.2 Specific Objectives	42
C3.3 Assumptions and Risks	42

C.3.3.1 Assumptions	42
C3.3.2 Risks	42
C3.4 Expected Outputs and Outcomes	43
C3.4.1 Outputs	43
C3.4.1 Outcomes	43
C3.4.2 Deliverables and activities	43
C3.5 Project Management	44
C3.6 Logistics and schedules of the assignment	46
C3.6.1 Location where the Services are required	46
C3.6.2 Time Frame	46
C3.6.3 Logistic Support	47
C3.7 Reports	47
C3.8 Contract and Project Implementation Plan	47
Annexure A: Breakdown of costs of quoted price for working out bid comparative price < TEMPLATE TO BE USED>	48



Municipal Infrastructure Support Agent (MISA)
Cooperative Governance & Traditional Affairs

The Tender

Reference No.: **MISA/IDMSC/LICG/040 /2021/22**

Appointment of a Research Entity to Study the Existing Labour-Intensive Construction (LIC) Guidelines & Practices; Research Complimentary & Additional Methods and Update the Guidelines to suit the Existing Environment for MISA, Sector Departments and Local Government (Municipalities).

Tender Procedure: Open procedure

Based on

MISA Supply Chain Management (SCM) Policy 2017-18

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

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

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

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

Tender Evaluation Method

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



Municipal Infrastructure Support Agent (MISA)
Cooperative Governance & Traditional Affairs

Reference No.: **MISA/IDMSC/LICG/040 /2021/22**

Appointment of a Research Entity to Study the Existing Labour-Intensive Construction(LIC) Guidelines & Practices; Research Complimentary & Additional Methods and Update the Guidelines to suit the Existing Environment for MISA, Sector Departments and Local Government (Municipalities).

PART T1: TENDERING PROCEDURE

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified service providers to tender for the Appointment of a Research Entity to Study the Existing Labour-Intensive Construction (LIC) Guidelines and Practices; Research Complimentary and Additional Methods and Update the Guidelines to suit the Existing Environment for MISA, Sector Departments and Local Government (Municipalities).

TENDER REFERENCE NUMBER	PROJECT NAME	NON-COMPULSORY BRIEFING SESSION VENUE, DATE AND TIME.	CLOSING DATE, TIME, AND VENUE.
MISA/IDMSC/LICG/040 /2021/22	Appointment of a Research Entity to Study the Existing Labour-Intensive Construction (LIC) Guidelines & Practices; Research Complimentary & Additional Methods and Update the Guidelines to suit the Existing Environment for MISA, Sector Departments and Local Government (Municipalities).	Briefing session will be held online on 18 January 2022 at 10:00 am. Note: the briefing session link will be made available on MISA website on the briefing session date	31 January 2022 at 11:00 am. Riverside Office Park, 1303 Heuwel Avenue, 1st Floor Letaba House, Centurion 0046

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

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

All enquiries shall be directed to supply chain to **Ms. Lumka Tyikwe at Lumka.tyikwe@misa.gov.za** within 7 (seven) calendar days after the briefing session during office hours only (between 8:00 to 16:30 hours on working days).

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

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

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

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

Issued by:

Mr. Ntandazo Vimba

Chief Executive Officer

Municipal Infrastructure Support Agent

T1.2 TENDER DATA

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

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

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

CLAUSE NUMBER	TENDER DATA
3.1	The employer is the Municipal Infrastructure Support Agent, a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.2	The tender documents issued by the employer comprise documents listed on the contents page
3.4	The employer's agent is: Name: Mr Ntandazo Vimba Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 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 required evidence in tender submission are eligible to submit tenders and have their tenders evaluated: The tenderer: <ol style="list-style-type: none">1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.2. For foreign qualifications, South African Qualification Authority (SAQA) evaluation must be submitted in hard copies.
4.7	The tenderers are required to attend a briefing session as detailed in the Tender Notice and Invitation to Tender (ref: T1.1).
4.12	No alternative tender offer will be considered.

CLAUSE NUMBER	TENDER DATA
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:
4.15	<p>Location of tender box: Reception at MISA Offices Municipal Infrastructure Support Agent</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the envelop/box of Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission.
4.13.4	<p>The tenderer is required to meet the following conditions in addition to requirements for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided for in permanent ink. 2. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. 3. The tender documents issued by MISA are not tampered and remain intact.
4.13.5	Tender document shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a CD or Flash Drive.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day).

CLAUSE NUMBER	TENDER DATA																				
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter, if applicable.																				
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.5.</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.9.</p> <p>The score for financial offer (N_{FO}) is calculated using the 80/20 Preference Point System formula:</p> $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>where a maximum of 80 points is allocated for price</p> <p>P_s = Points scored for comparative price of bid under consideration</p> <p>P_t = Comparative price of bid under consideration</p> <p>P_{min} = Comparative price of lowest acceptable bid</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), a maximum of 20 points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where maximum points for qualification is 100</p> <p>The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table> <tr> <th>B-BBEE Status Level of Contribution</th><th>Number of Points</th></tr> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>14</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-Compliant Contributor</td><td>0</td></tr> </table>	B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE Status Level of Contribution	Number of Points																				
1	20																				
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Non-Compliant Contributor	0																				

CLAUSE NUMBER	TENDER DATA															
	Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African National Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporations Act (CCA) have to be submitted along with the Proposal, if the Tenderer claims the preferential procurement points.															
5.11.9	<p>The functionality criteria and maximum score in respect of each of the criteria are given hereunder.</p> <p>A Tender scoring below <u>70 points</u> in Quality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</p> <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Tenderer's (Company) Experience</td><td>Schedule 1</td><td>20</td></tr><tr><td>Expertise of key personnel</td><td>Schedule 2</td><td>70</td></tr><tr><td>Approach paper</td><td>Schedule 3</td><td>10</td></tr><tr><td colspan="2">Maximum possible score for quality (M_s)</td><td>100</td></tr></table> <p>The minimum number of evaluation points for quality is 70 points out of 100</p>	Quality criteria	Evaluation schedule	Maximum number of points	Tenderer's (Company) Experience	Schedule 1	20	Expertise of key personnel	Schedule 2	70	Approach paper	Schedule 3	10	Maximum possible score for quality (M _s)		100
Quality criteria	Evaluation schedule	Maximum number of points														
Tenderer's (Company) Experience	Schedule 1	20														
Expertise of key personnel	Schedule 2	70														
Approach paper	Schedule 3	10														
Maximum possible score for quality (M _s)		100														
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none">the tenderer or any of its directors/shareholders isn't listed on the Register of Tender Defaulters into the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;the tenderer has not:<ol style="list-style-type: none">abused the Employer's Supply Chain Management System; orfailed to perform on any previous contract and has been given a written notice to this effect;the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.															
5.17	The number of paper copies of the signed contract to be provided by the employer is one to the successful tenderer.															
	<p style="text-align: center;">TENDER AWARD</p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p>															

CLAUSE NUMBER	TENDER DATA
	<p>B. Preference point shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p style="text-align: center;">ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of Tender are:</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>D. Period of validity of tender and withdrawal of tender after the closing date of tender submission</p> <p>All Tenders shall remain valid for a period of 90 days, exclusive of closing date but inclusive of the 90th day or until the Tenderer is relieved of this obligation by the Employer, in writing.</p> <p>E. Withdrawal of Tender during validity or Failure in signing resulted Contract Agreement at Award</p> <p>Should a Tenderer</p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p>

CLAUSE NUMBER	TENDER DATA
	<p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p>Then the Tenderer shall be liable for and pay to the Employer –</p> <ul style="list-style-type: none"> 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. <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>F. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining/executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company; d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party;

CLAUSE NUMBER	TENDER DATA
	<p>f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.</p> <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>G. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>H. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p>

CLAUSE NUMBER	TENDER DATA
	<p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p> <p>Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, it should result rejection of the Tender <u>unless</u> the Employer decided otherwise.</p>

T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

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

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

B. Returnable schedules required for tender evaluation purposes

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

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

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

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

T2.2 RETURNABLE SCHEDULES

1. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

2. Proposed Amendments and Qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

3. Compulsory Declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	(State Not Registered if not registered for VAT)

Section 4: Central Supplier Database Registration Number

Central Supplier Database Registration number (if applicable)	
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A. VENDOR REGISTRATION

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

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

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

Section 5: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

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

Section 6: Record in the service of the state

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Yes ☐ No (Tick appropriate box)

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

Section 9: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity 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 Organ of State / municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

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

Section 2: Declaration for consultancy services:

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

Name of organ of state	Estimated number of contracts	Nature of service, e.g., 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 / Organ of State or municipal entity which is expected to be transferred out of the Republic is _____%

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

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

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

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

Signed

Date

Name

Position

Enterprise name

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

Preamble

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

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

1. Conditions associated with the granting of preferences

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

2. Sufficient evidence of qualification

2.1 Exempted micro enterprises

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

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

2.2 Enterprises other than micro exempted enterprises

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

3. Tender preferences claimed

The scoring shall be as follows:

B-BBEE Status Level of Contribution	Number of Points
1	20
2	18
3	14
4	12
5	8

6	6
7	4
8	2
Non-complaint contributor	0

4. Declaration

The tenderer declares that

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

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

Signature:

.....

Name:

.....

...

Duly authorised to sign on behalf of :

.....

Telephone:

Fax: Date:

.....

Name of witness Signature of witness

.....

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

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

6. Evaluation Schedule 1: Tenderer's Relevant Project Experience

Explanation of how points will be awarded for Relevant Project Experience

The projects chosen for referencing should be for work done preferably in the service delivery Infrastructure, preferably Municipal. Tenderers shall submit reference letters from the employer for the research projects successfully completed or relevant related proof. The scoring of tenderer's experience will be as below:

1. Letter or relevant related proof of completion or reference letter for completed: Built Environment related research or municipal infrastructure research or Labour-Intensive Construction methods research or Construction efficiency research project. One letter per research project completed. 4 points to be awarded per letter.

20 points

- | | | |
|--------------------------------|---|-----------|
| a) 1 Reference Letter | = | 4 points |
| b) 2 Reference Letters | = | 8 points |
| c) 3 Reference Letters | = | 12 points |
| d) 4 Reference Letters | = | 16 points |
| e) 5 or more Reference Letters | = | 20 points |

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

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

Signed

Date

Name

Position

Enterprise name

6. Evaluation Schedule 2: Experience of the key personnel responsible for the management of the project and the project team

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 in Built Environment research (as explained herein in this schedule).

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

The CV proof of qualification of individuals will be used for evaluation of the each of the personnel for this section.

The scoring of the personnel will be as below: **70 points**

(Team Leader = 25, Engineers = 20, other professionals = 25)

A. Team Leader – 1 [Total 25 points]

- Infrastructure related research expertise
- Minimum Qualification Honours Degree in Civil Engineering (NQF 8)
- Professional Registration with ECSA as Pr Eng or Pr Tech Eng
- Minimum experience 8 years after qualifications

1. Qualifications **15 points**

- | | | |
|--|---|-----------|
| a) Honours Degree in Civil Engineering (NQF 8) | = | 5 points |
| b) Masters Degree in Civil Engineering (NQF 9) | = | 10 points |
| c) Doctoral Degree in Civil Engineering (NQF 10) | = | 15 points |

2. Years of work experience (after graduation for highest qualification) **10 points**

- | | | |
|------------------------|---|-----------|
| a) Below 8 years | = | 2 points |
| b) 8 to below 9 years | = | 5 points |
| c) 9 to below 10 years | = | 7 points |
| d) 10 years and above | = | 10 points |

B. Support Engineer – 1 [Total 20 points]

The support engineer with the following expertise are required:

- Civil Engineer (Experienced in municipal infrastructure)
- Professional Registration with ECSA as Pr Eng or Pr Tech Eng
- Minimum Qualification Degree (NQF 7)
- Minimum experience 5 years after qualifications

Scoring: The engineer will be scored on full points of 20 as detailed hereunder.

1. Qualifications **10 points**
- a) B. Degree in Civil Engineering (NQF 7) = 4 points
 - b) Honours Degree in Civil Engineering (NQF 8) = 7 points
 - c) Masters Degree in Civil Engineering (NQF 9) = 10 points

- 1.1 Professional Registration with ECSA **5 points**
- a) No Registration = 1 point
 - b) Pr. Tech Eng = 3 points
 - c) Pr. Eng = 5 points

2. Years of work experience (after graduation) **5 points**
- a) Below 5 years = 1 points
 - b) 5 to below 7 years = 3 points
 - c) 7 to below 10 years = 4 points
 - d) 10 years and above = 5 points

C. Support Researchers – 2 [Total 25 points]

The support professionals with the following expertise are required:

- Infrastructure related research expertise
- Minimum Qualification Degree (NQF 7)
- Minimum experience 2 years after qualifications

Scoring: Each of the Researchers will be scored individually on full points up to 25 as detailed hereunder and the points for evaluation purposes will be considered as average points of the 2 Researchers.

1. Qualifications **15 points**
- a) Degree or B-Degree in Built Environment (NQF 7) = 5 points
 - b) Honours Degree (NQF 8) in Built Environment = 10 points
 - c) Masters Degree (NQF 9) in Built Environment = 15 points

2. Years of work experience (after graduation) **10 points**
- a) 2 to below 5 years = 3 points
 - b) 5 to below 7 years = 5 points
 - c) 7 to below 10 years = 7 points
 - d) 10 years and above = 10 points

Signed _____ Date _____
 Name _____ Position _____
 Enterprise name _____

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are

within his/her personal knowledge and are to the best of his/her knowledge both true and correct.

8. Evaluation Schedule 3: Approach paper

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

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

The approach paper must contain at least the following:

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

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

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

1. Methodology to be adopted;
2. Project implementation schedule (Activity, task and sub-task wise to achieve the deliverables);
3. Manning schedule detailing their activity and task wise input period with organogram for the proposed project team and their responsibilities;
4. Identified project implementation Risks and Risk Management proposal;
5. Quality control mechanism to be adopted for project deliverables;
6. Stakeholder identification, management and reporting mechanism to be followed.

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

Evaluating Point	Assessment Criteria	Maximum allocated point (s)
Approach Paper		10 Points
Methodology to be adopted	Program knowledge, informative appropriateness of proposed approach (2 points) and presentation (1 point)	3 Points
Project implementation schedule (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks, deliverables (1 point), defining milestones and timeliness (1 point)	2 Points
Project implementation Risks and Risk Management proposal	Adequacy of understanding of program risks and appropriateness of mitigation options (1 point)	1 Point
Quality control mechanism be adopted	Adequacy of process (1 point) and appropriateness of proposed template (1 point)	2 Points
Stakeholder identification and management and reporting	Appropriateness of stakeholders identifications and proposed management process (1 point), appropriateness of reporting system (1 point)	2 Points

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

Signed

Date

Name

Position

Enterprise name



Municipal Infrastructure Support Agent (MISA)
Cooperative Governance & Traditional Affairs

The Contract

Reference No.: MISA/IDMSC/LICG/040 /2021/22

Appointment of a Research Entity to Study the Existing Labour-Intensive Construction (LIC) Guidelines & Practices; Research Complimentary & Additional Methods and Update the Guidelines to suit the Existing Environment for MISA, Sector Departments and Local Government (Municipalities).

Based on

NEC 3 (April 2013): Professional Services Contract (PSC)

Option C: Target contract with activity schedule



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs

Reference No.: **MISA/IDMSC/LICG/040 /2021/22**

Appointment of a Research Entity to Study the Existing Labour-Intensive Construction (LIC) Guidelines & Practices; Research Complimentary & Additional Methods and Update the Guidelines to suit the Existing Environment for MISA, Sector Departments and Local Government (Municipalities).

C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

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

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

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

Signature

Date:

Name

Capacity

**For the
tenderer:**

Name &
signature
of witness

(Insert name and address of
organisation)

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

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

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

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

Signature

Date: _____

Name(s) _____

Capacity

For the Municipal Infrastructure Support
Employer Agent

Schedule of Deviations

1 Subject

.....

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

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.....

.....

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.

C1.2 CONTRACT DATA

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

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

Part one - Data provided by the <i>Employer</i>	
1	General
The <i>conditions of contract</i> are the core clauses and the clauses for main Options C of the NEC 3 Professional Services Contract (PSC)	
10.1	<i>The Employer is</i> Municipal Infrastructure Support 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(11)	The <i>Scope</i> is as given in section C3: Scope of works of tender documents
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 (two) weeks
2	The Parties' main responsibility
24.4	If the Tenderer subcontracts work, it should not be more than 25% of the total value of the contract.
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 12 calendar months after the start date.
31.1	The Tenderer 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

50.3 The expenses will be as follows;

Item	Amount
<ul style="list-style-type: none">• printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports• covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports• maps, models and presentation materials required by the <i>Employer</i>	In accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers
<ul style="list-style-type: none">• Air Travel - air travel from OR Tambo International including airfares, hired car (Car hire limited to Class B) , parking (Long term Parking) to district identified to perform the services authorised by the <i>Employer</i>.	Actual Costs on economy class
<ul style="list-style-type: none">• Vehicle travel – Travelling from MISA HO to identified District to perform the services authorised by the <i>Employer</i>.	Actual costs as per Department of Transport rates.
<ul style="list-style-type: none">• Accommodation where the services necessitates that staff need to travel to perform the services authorised by the <i>Employer</i>	Actual Cost limited to R 1 400 per night per person per day for bed and breakfast

51.1 The period within which the payments are made is 30 (thirty) days from the date of receipt (exclusive) of the invoice.

51.2 The *currency of this contract* is the South African Rand.

51.4 The *interest rate* is the Prime lending rate of the *Employer's* Bank.

6 Compensation events

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

7 Rights to material

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

8 Indemnity, insurance and liabilities

81.1 The amounts of insurance and the periods for which the *Tenderer* maintains insurance are

Event	Cover	Period following Completion of the whole of the services or earlier termination
Failure by the <i>Tenderer</i> to use the skill and care normally used by professionals providing services similar to the services	R 0 million in respect of each claim, without limit to the number of claims	Till beyond 90 days of end of the contract date, unless otherwise agreed by the parties.

81.1	The <i>Employer</i> provides no insurance cover.
81.2	The <i>Tenderer</i> provides the certificate(s) from accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract are in force prior to the signing of the contract arising from the award.
9	Termination and dispute resolution
10	Data for main Option clause
C	Target Contract
11.2	(16) The <i>price for the Services provided to date is the time charge for the work, which has been completed.</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> refers to a South African Court of Law
12	Data for secondary Option clause(s)
X1	Price adjustment for inflation
X1.1	(L-B) The price will be adjusted according to the CPI
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.
X7	Delay Damages
X7	The delay damages for completion of the wholes of the works are R2,000.00 per calendar day.
X10	Employer's Agent
X10.1	<p>The <i>Employer's Agent</i> is:</p> <p>The Chief Executive Officer (CEO), or Delegated Official</p> <p>MR NTANDAZO VIMBA</p> <p>Physical Address: Letaba House, Riverside Office Park 1303 Heuvel Avenue, Centurion, Pretoria 0046</p> <p>Postal Address: Private Bag X105, Centurion 0046</p> <p>Telephone: 012 848 5300</p>

	Email:	LUMKA.TYIKWE@MISA.GOV.ZA
X16	<i>The retention percentage is 10%.</i>	
Z	Additional conditions of contract	
	<i>The additional conditions of contract are</i>	
Z1	Tax invoices The <i>Tenderer's</i> invoice. Invoices submitted by the <i>Tenderer</i> to the <i>Employer</i> include the details stated in the <i>Scope / Price List</i> to show how the amount due has been assessed, and the details required by the <i>Employer</i> for a valid tax invoice. The <i>Employer</i> makes each payment within thirty days from the date of receipt (exclusive) of the <i>Tenderer's</i> acceptable 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 <i>Adjudicator</i> 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 <i>Tenderer</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Tenderer</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Tenderer</i> contemplated in section 37(2).	

Part two - Data provided by the *Tenderer*

10.1 *The Tenderer is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 *The Tenderer'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
Team Leader	
Support Engineer	
Support Researcher 1	
Support Researcher 2	

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

C2 PRICING DATA

C2.1 PRICING ASSUMPTIONS

PRE-AMBLE OF THE PRICING SCHEDULE

1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
2. The Tenderer has to quote prices against each of the items of price lists (C2.2: Pricing list) 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 activity's costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
4. Expenses costs will be paid according to the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers as reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel
5. The tenderer has to submit, together with the tender, details of the quoted total cost using the table given in Annexure A: Breakdown of Costs of Quoted Price. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost 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.
6. The quantities may increase or decrease according to the actual need of the project wherever quantities are provided except those items with 'Lump Sum' units.
7. All items on the Price List must be priced.

Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
8. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project. **The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.**
9. All rates and sums of money quoted in the 'Price list' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.

10. Tenderers should take note that payment will be only based on **acceptable completed activities** 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 bidded rate of the (same) item
 - **Sum:** An amount bidded 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	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

C2.2 PRICING LIST

1. Costs incurred by the *Tenderer* other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
2. The rates provided in the table below must be all-inclusive, i.e. inclusive of any support staff and administrative staff and associated costs; and disbursement costs. That means, MISA will not entertain any additional claims for support-staff, administrative staff, or disbursements.
3. Tenderers must note that 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.
4. Evaluation of the "cost" portion of the tender will take into account both the total price and the rates for individual team members and their proposed input in completing a task. The basis will be the tenders' detailed cost breakdown according to item 5 of the above section C2.1 Pricing Assumptions. The tenderers are advised to use the template given in **Annexure A** for their detailed costs break down.
5. The prices should be fixed for the contract period of 36 months.

C2.2.1 THE PRICING SCHEDULE

A tenderer has to quote all of the items of the pricing schedule.

The Client makes entries in the first four columns.

For each row:

1. If the *Tenderer* is to be paid an amount for an item that is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
2. If the *Tenderer* is to be paid an amount for an item of work, which is the rate for work multiplied by the quantity completed, the tenderer enters the rate, which is then multiplied by the expected quantity to produce the Price, which is also entered.

Costs incurred by the *Tenderer* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

1.1.5.

Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
DELIVERABLE 1	Project Initiation: Signed Contract and accepted Inception Report	Number	1		
DELIVERABLE 2	Status Quo Analysis Research Report	Number	1		
DELIVERABLE 3	Research Report on how to improve status quo	Number	1		
DELIVERABLE 4	Development of revised standards, guidelines and procedures for each sector, covering complete infrastructure lifecycle	Number	1		
DELIVERABLE 5	Capacity building for MISA (continuous knowledge and information transfer)	Number			
DELIVERABLE 6	Contract Closeout	Number	1		
Sub-Total 1 (Cost of Deliverables)					
PLUS VAT 15%					
Sub-Total 2					
EXPENSES	Travel, accommodation and other related costs payable based on actual Cost	Prov Sum	1	R 420 000	R 420 000
Grand Total (Expenses + Sub-Total 2)					

TOTAL QUOTED PRICE (in words)

Rand

TO BE CARRIED TO THE FORM OF OFFER.

Signature

Date:

Name

Capacity

For the
tenderer:

*(Insert name and address of
organisation)*


MISA/IDMSC/LICG/040 /2021/22

End User...

Name &
signature
of witness

Date

MISA/IDMSC/LICG/040 /2021/22

End User... 

C3 SCOPE OF WORK

C3.1 BACKGROUND

C3.1.1 INTRODUCTION

The COVID-19 pandemic and related lockdown of economic activities since late March 2020, the President announced an economic recovery stimulus package on the 21st April 2020, to stimulate the economy and counteract job losses, including job creation opportunities in the municipal infrastructure sector, for the short, medium and long term.

An amount was approved for Department of Cooperative Governance (DCOG) to assist municipalities and relevant stakeholders to improve labour-intensity in the implementation of roads (and related stormwater), water and sanitation projects within the context of the existing conditional grants allocated to municipalities as implementation agents for these projects, e.g. from the municipal infrastructure grant (MIG).

The Municipal Infrastructure Support Agent (MISA) has the mandate to build and improve capacity in municipalities for infrastructure development and improvement of technical service delivery. MISA was appointed by DCOG to work with key stakeholders to devise mechanisms for a programmatic and structured approach, including intervention activities through which to improve the ability of municipalities and their local government stakeholders – to implement optimised labour-intensive construction.

The current implementation of grant funding for the creation of municipal infrastructure, especially grants aiming at eradicating service delivery backlogs, include an objective of creating local unskilled labour opportunities on each project. However, the number of opportunities created across the country are generally not enough and not optimised. Although labour-based construction is implemented, very few labour-intensive constructions (LIC) is implemented with the result that the labour intensity and several labour opportunities are not optimal.

The labour opportunities created through existing projects are also not reported adequately and in some cases not at all – creating a currently perceived underperformance.

Labour intensity is the ratio of labour opportunities made available on each project for the amount of funding in rand. The higher the labour intensity, (i.e. the higher this ratio of work by hand, instead of machines) – the higher would be the number of labour opportunities created per project, and the more efficient the utilisation of funding would be for the creation of labour opportunities on infrastructure projects.

MISA's objective is to develop a guideline or framework to build capacity within targeted municipalities to plan, design and implement more infrastructure projects incorporating optimal use of labour-intensive techniques. Furthermore, MISA seeks to strengthen the existing data capturing and reporting systems on labour-intensive infrastructure components on projects in municipalities. It is envisaged that the framework or guideline will be added to the current guidelines on labour-intensive construction or the Expanded Public Works Programme and will also provide a means to regulate the utilization of LIC techniques on all grant-funded infrastructure projects in municipalities to significantly contribute towards job creation in local municipalities.

C3.1.1.1 This tender

The purpose of this national country-wide initiative that would extend over three (3) years, is to improve and optimise labour-intensity of municipal infrastructure projects, at municipalities in the 44 districts of South Africa. The real need for such a project is to meaningfully unlock the potential of infrastructure for employment creation. This is important as infrastructure is the most significant (and sometime only) investment in many municipalities.

The specific deliverables from this project would include but be not limited to:

- a) Status quo analysis, detailing what is there and how it is working.
- b) Research and recommendations on best-practise for policy development for labour intensive municipal infrastructure development;
- c) Development of innovative and cost-effective methods for undertaking monitoring and evaluation;
- d) Proposal on how to make labour intensive construction more competitive in MIG receiving municipalities (e.g. reduction of construction times, use of alternative materials, higher employment creation, increased beneficiation etc.);
- e) Development of standards, guidelines and procedures for each sector, covering the complete infrastructure lifecycle; and
- f) Capacity building for MISA (train the trainer), development of programmes and tools for use by MISA in municipalities.

C3.1.2 PROJECT BENEFICIARIES

The primary beneficiaries of this project will be all involved in municipal infrastructure development, namely: CoGTA, Sector Departments and conditional infrastructure grant receiving municipalities. The secondary beneficiaries will be those that will be employed as a direct result of the improved LIC policy and regulatory framework.

C3.1.3 RELATED PROGRAMMES, INITIATIVES OR STAKEHOLDERS

There are a number of related initiatives by different stakeholders that need to be taken into account. MISA will be running a complementary project to this, the complementary project will provide vital data and information that would notably enhance the work of the Tenderer. MISA therefore expects the Tenderer to make every effort to work collaboratively with the other successful bidder and integrate their work as far as practically possible.

National and provincial sector departments and spheres of government could likely be running complementary programmes and projects; the Tenderer is expected to take note of these and integrate these as far as practically possible.

C3.2 OBJECTIVES OF THE SERVICES TO BE PROVIDED

3.2.1 GENERAL OBJECTIVE

The purpose of this national country-wide initiative that would extend over three (3) years, is to improve and optimise labour-intensity of municipal infrastructure projects, at

municipalities in the 44 districts of South Africa. The real need for such a project is to meaningfully unlock the potential of infrastructure for employment creation. This is important as infrastructure is the most significant (and sometime only) investment in many municipalities.

C3.2.2 SPECIFIC OBJECTIVES

The specific deliverables from this relationship would include but be not limited to:

- a) Status quo analysis, detailing what is there and how it is working.
- b) Research and recommendations on best-practise for policy development for labour intensive municipal infrastructure development;
- c) Development of innovative and cost-effective methods for undertaking monitoring and evaluation;
- d) Proposal on how to make labour intensive construction more competitive in MIG receiving municipalities (e.g. reduction of construction times, use of alternative materials, higher employment creation, increased beneficiation etc.);
- e) Development of standards, guidelines and procedures for each sector, covering the complete infrastructure lifecycle; and
- f) Capacity building for MISA (train the trainer), development of programmes and tools for use by MISA in municipalities.

C3.3 ASSUMPTIONS AND RISKS

C.3.3.1 ASSUMPTIONS

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

C3.3.2 RISKS

1. Beneficiaries and all relevant stakeholders full support and cooperation are compromised.
2. The *Tenderer* is not able to access all necessary primary and secondary sources of information and access to all key stakeholders that may need to be interviewed are challenged.
3. Day to day management of the project is not efficient and effective.

4. The *Tenderer* fails to discharge their functions effectively and efficiently and is not operating within the parameters provided in the Terms of Reference.
5. *Tenderer* is or becomes in-solvent in the duration of the project.

C3.4 EXPECTED OUTPUTS AND OUTCOMES

C3.4.1 OUTPUTS

Government components with a direct role to play in municipal infrastructure development should possess knowledge, skills and tools to meaningfully implement and institutionalize Labour Intensive Construction in local government.

C3.4.1 OUTCOMES

The overall impact of this project as expected would be the realization of the potential of infrastructure for economic development; most clearly measured through the creation of jobs and the development of small to medium enterprises and other supplementary industries, linked to the construction sector. The net impact of this work should be a reduction in unemployment, poverty and inequality.

C3.4.2 DELIVERABLES AND ACTIVITIES

1. Project Initiation: Signed Contract and accepted Inception Report

- a. Scoping and Conceptual Report: Development of phased strategic Implementation plan for the project.
- b. Development of Project Implementation Plans (PIPs) guided by MISA templates including the cost breakdown and development of Cash Flow Projection.
- c. Development and signing of Contract as guided by MISA Legal Services.
- d. Submission of Inception Report together with pre-approved reporting framework and templates for the project.

2. Status Quo Analysis Research Report.

- a. Determine South African municipal status quo on the use of infrastructure for local economic development; through Labour Intensive Construction methods and other mechanisms. This can be undertaken through a desktop review of existing literature (policy, legislation, frameworks, guidelines, performance reports etc).
- b. Determine whether the current approach is working or not, with clear logic and justification.
- c. Undertake any additional work that would enhance the report.

3. Research Report on How to Improve Status Quo.

The research report will start only after the approval (completion) of the status quo report. The report will have to cover the following, without limiting to these only:

- a. A detailed analysis of the shortcomings of the current approach and practises;
- b. A review of successful relevant models and their key success factors;
- c. Development of innovative and cost-effective methods for undertaking monitoring and evaluation, including proposals for incentives and disincentives; and
- d. Detailed proposals on how to make labour intensive construction more competitive in municipal infrastructure conditional grant receiving municipalities (e.g. reduction of construction times, use of alternative materials, higher employment creation, increased beneficiation etc.)

4. Development of Revised Standards, Guidelines and Procedures.

This phase will only start after the approval (completion) of the Status Quo Improvement Report) This will include but not be limited to:

- a. The review and revision of existing standards, guidelines and procedures;
- b. The identification and development of new standards, guidelines and procedures; and
- c. This work should cover all the MIG funded infrastructure.

5. Capacity Building for MISA

This phase will be ongoing from the start of the project to close-out. The phase will include but will not be limited to:

- a. Design of a knowledge and information transfer with MISA, for review and approval at project initiation.
- b. Implementation of the approved knowledge and information transfer methodology.

6. Contract Closeout

- a. Contract Closeout Report.

C3.5 PROJECT MANAGEMENT

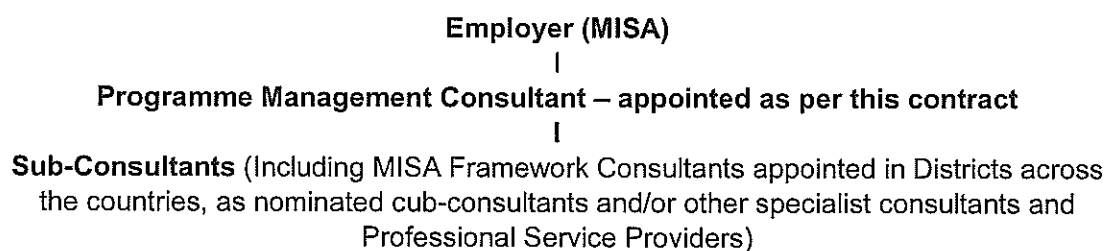
The project will be managed by the Project Manager, MISA supported by the Project Steering Committee (PSC) that will be formed by MISA as soon as feasible at the inception of the project.

Stakeholder Management – the following stakeholders will participate in this project:

Stakeholder / Participant	Role	RACI classification
Programme Owner/ COGTA	<ul style="list-style-type: none"> • Provide overall programme guidance. • Budget control • Review/approve some programme elements and reports. • Reports progress at certain strategic platforms as required (performance of the programme to Portfolio Committee, MINMEC, etc.) • Stakeholder management 	Accountable.
Implementing Agent/MISA	<ul style="list-style-type: none"> • Provides programme direction (service providers, affected stakeholders, beneficiaries, etc.). • Compilation of programme execution plan and all associated sub plans, • Review and approve LI designs, standards and programme implementation and management plan, • Compilation of pre-feasibility report, • Support in the development of the communication plan • Arrange for classification report to be done • Direct/lead team members towards programme objectives. • Approval of schedule and budget before approaching the relevant affected parties. • Monitor and direct programme progress by the programme plan/schedule. • Programme stakeholder management • Approve payments and cost management 	Responsible
SALGA	<ul style="list-style-type: none"> • Participate in the following structures: <ul style="list-style-type: none"> - CoGTA MINMEC; - COGTA Technical MINMEC; - CoGTA Top Management; and - Programme Steering Committee 	Consulted
Department of Public Works & Infrastructure (EPWP unit)	<ul style="list-style-type: none"> • Provide existing tools and guidance on the EPWP principles; • Participate in the Programme Steering Committee 	Consulted
Asset Owners/Municipalities	<ul style="list-style-type: none"> • Provide enabling environment for the programme planning and implementation (i.e. land, project identification, identification of beneficiaries - labour to be employed in the projects, community liaison); 	Consulted
Service Drivers/Sector Departments (including provincial COGTA's)	<ul style="list-style-type: none"> • Provide legislative guidance, service authority and overall oversight 	Consulted
Service Providers/Tenderers	<ul style="list-style-type: none"> • Supply training material, provide best practices to project personnel and provide on-the-job-training; • Provide professional services (design labour 	Responsible

Stakeholder / Participant	Role	RACI classification
	intensive projects that will yield desired results) <ul style="list-style-type: none"> • Ensure that projects in the 2021/22 PIP have a majority are aligned to LIC methods. • Collation and capturing of employment opportunities created through the implementation of existing conditional grants into the agreed reporting system. 	
Communities	<ul style="list-style-type: none"> • Beneficiaries of the improved service delivery brought by the proposed LI reforms in the implementation of projects ; • Participate in the IDP processes; • Provide labour that will receive on-the-job training and benefit from job opportunities provided by the targeted conditional grant-funded projects. 	Consulted – Highly Informed - Highly

The lines of communication would be as follows:



C3.5.1 INFORMATION TO BE PROVIDED BY THE EMPLOYER

The employer will supply the following information:

- Liaising and contact numbers for the stakeholders of this project, including MISA staff and relevant provincial colleagues through which the preparation work and implementation must be facilitated.
- Contact details and general information of the District and Local Municipalities.
- Background information regarding the business case and strategic purpose of this work.

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

C3.6 LOGISTICS AND SCHEDULES OF THE ASSIGNMENT

C3.6.1 LOCATION WHERE THE SERVICES ARE REQUIRED

Across the forty 44 district municipalities of South Africa.

C3.6.2 TIME FRAME

MISA expects the project to be completed within 12 months from the date of acceptance of award Proposal for early completion of project would be appreciated. The Service Provider has to propose the implementation schedule and cost together with cash flow projection accordingly.

C3.6.3 LOGISTIC SUPPORT

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

C3.7 REPORTS

The following reports need to be generated by the service provider in agreed format:

- Inception Report, Work Plan and Resourcing Plan within 2 weeks of the induction of the service provider.
- Weekly reports during the first month indicating progress on achievements and identified challenges requiring urgent attention.
- Monthly reports on the 25th day of each month.
- Quarterly progress reports by 15th of the first month of the next quarter.
- Annual reports on achievement of targets, challenges faced and mitigated and further modification needed in completing the project.
- Any other reports as and when required by MISA.
- Status quo analysis report
- Research report on how to improve status quo
- Revised standards, guidelines and procedures report
- MISA capacity building report
- Contract Closeout report to be submitted at least 2 weeks prior to the contract end date.

C3.8 CONTRACT AND PROJECT IMPLEMENTATION PLAN

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

1.1.5.

ANNEXURE A: BREAKDOWN OF COSTS OF QUOTED PRICE FOR WORKING OUT BID COMPARATIVE PRICE

< TEMPLATE TO BE USED>

A. Assumptions

Number of working hours per day = 8 hours;
 Number of working days per year = 230 days; and
 Full Time Equivalent (FTE) over 12 months = 345 days.

B. Summary of Person days and FTE over 12 months and Total cost per person

Position Name of Resources in the proposed project Team	Hourly Rate (inclusive of all cost, except VAT) (Rand)	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total Person days over 12 months	FTE over 12 months (in number of person)	Total cost per person (Rand)
Team Leader					
Support Engineer					
Support Researcher 1					
Support Researcher 2					
Legal Professional					
Others (Defined by Tenderer, e.g. sub- contractors, etc.)					
					Total

1.1.6.

Position Name of Resources in the proposed project Team	Hourly Rate (inclusive of all cost, except VAT) (Rand)	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total Person days over 12 months	FTE over 12 months (in number of person)	Total cost per person (Rand)
					VAT @ 15%
					Grand Total

1.1.6.

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

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 1:	PROJECT INITIATION: SIGNED CONTRACT AND ACCEPTED INCEPTION REPORT					
ACTIVITY __:	Team Leader					
	Support Engineer					
	Support Researcher 1					
	Support Researcher 2					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 1 TOTAL						
DELIVERABLE 2:	STATUS QUO ANALYSIS RESEARCH REPORT					
ACTIVITY __:	Team Leader					
	Support Engineer					
	Support Researcher 1					
	Support Researcher 2					

1.1.6.

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
---	---	--	--------------------------	------------------------	---	--

Others (Defined by Tenderer, e.g. sub-contractors, etc.)

DELIVERABLE 2 TOTAL

DELIVERABLE 3: RESEARCH REPORT ON HOW TO IMPROVE STATUS QUO

ACTIVITY __:

Team Leader
Support Engineer
Support Researcher 1
Support Researcher 2

Others (Defined by Tenderer, e.g. sub-contractors, etc.)

1.1.6.

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 3 TOTAL						
DELIVERABLE 4: DEVELOPMENT OF REVISED STANDARDS, GUIDELINES AND PROCEDURES						
ACTIVITY __:	Team Leader					
	Support Engineer					
	Support Researcher 1					
	Support Researcher 2					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 4 TOTAL						
DELIVERABLE 5: CAPACITY BUILDING FOR MISA (CONTINUOUS KNOWLEDGE AND INFORMATION TRANSFER)						
ACTIVITY __:	Team Leader					
	Support Engineer					
	Support Researcher 1					
	Support Researcher 2					

1.1.6.

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
---	---	--	--------------------------	------------------------	---	--

Others (Defined by Tenderer, e.g. sub-contractors, etc.)

DELIVERABLE 5 TOTAL

DELIVERABLES TOTAL {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 5)}

REIMBURSABLE TOTAL

TOTAL COST

VAT @ 15%

GRAND TOTAL INCLUSIVE OF VAT