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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)**

**TERMS OF REFERENCE (ToRs) FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE SOCIAL FACILITATION & ASSOCIATED PROFESSIONAL SERVICES FOR THE EASTERN SEABOARD DEVELOPMENT AND NEW AFRICAN COASTAL SMART CITY FOR THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)**

**July 2022**

|   |   |
|---|---|
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| <b>Project Name</b>                         | Appointment of a bidder to provide Social Facilitation and associated professional services for the development of the Eastern Seaboard and the New African Coastal Smart City for the Municipal Infrastructure Support Agent (MISA). |
| <b>Reference No.</b>                        | MISA/SF/ESD/005/2022/23   |
| <b>Closing Date and Time</b>                | 31 August 2022 at 11:00am   |
| <b>Non-compulsory Briefing Session Date</b> | 22 August 2022 at 10:00am   |

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## 1 INVITATION

The Municipal Infrastructure Support Agent (MISA) hereby invite TENDERS from suitable service providers to provide Social Facilitation and associated professional services for the development of the Eastern Seaboard and the New African Coastal Smart City.

## 2 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract will be the General Condition of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). (**Attached as ANNEXURE B**)

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

## 3 SERVICE LEVEL AGREEMENT

After the appointment of the successful tenderer and before commencement of this project, the service provider shall enter into Service Level Agreement (SLA) with the employer. This agreement will be drafted by the legal department of the employer and will be used to administer the execution of this project in its entirety.

## 4 DURATION

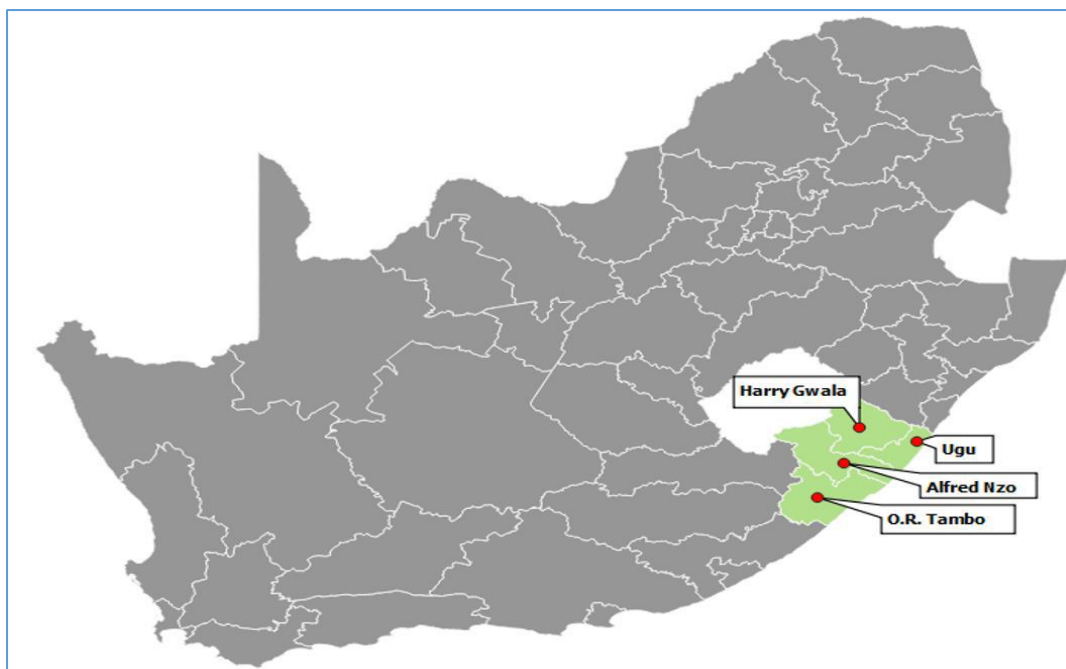
The potential tenderer is required to provide this service over a period of **thirty-six (36)** months.

## 5 INTRODUCTION

*“I dream of a South Africa where the first entirely new city built in the democratic era rises, with skyscrapers, schools, universities, hospitals and factories... This is a dream we can all share and participate in building. We have not built a new city in 25 years of democracy.”*

President Cyril Ramaphosa

His Excellency, The President of the Republic of South Africa, President Cyril Ramaphosa’s dream inspired the National House of Traditional & Khoi-San Leaders (NHTKL) to develop and launch the Invest Rural Masterplan (IRM), which is to give particular attention to rural development and envisioned *“an Africa where rural people live with dignity and pride, working towards prosperity and have hope for the future”*. A Masterplan was developed, alongside related provincial and local plans that seek to refocus society’s attention on rural areas, transforming rural challenges into investable opportunities and working together with rural communities to ensure their full participation in the economy.

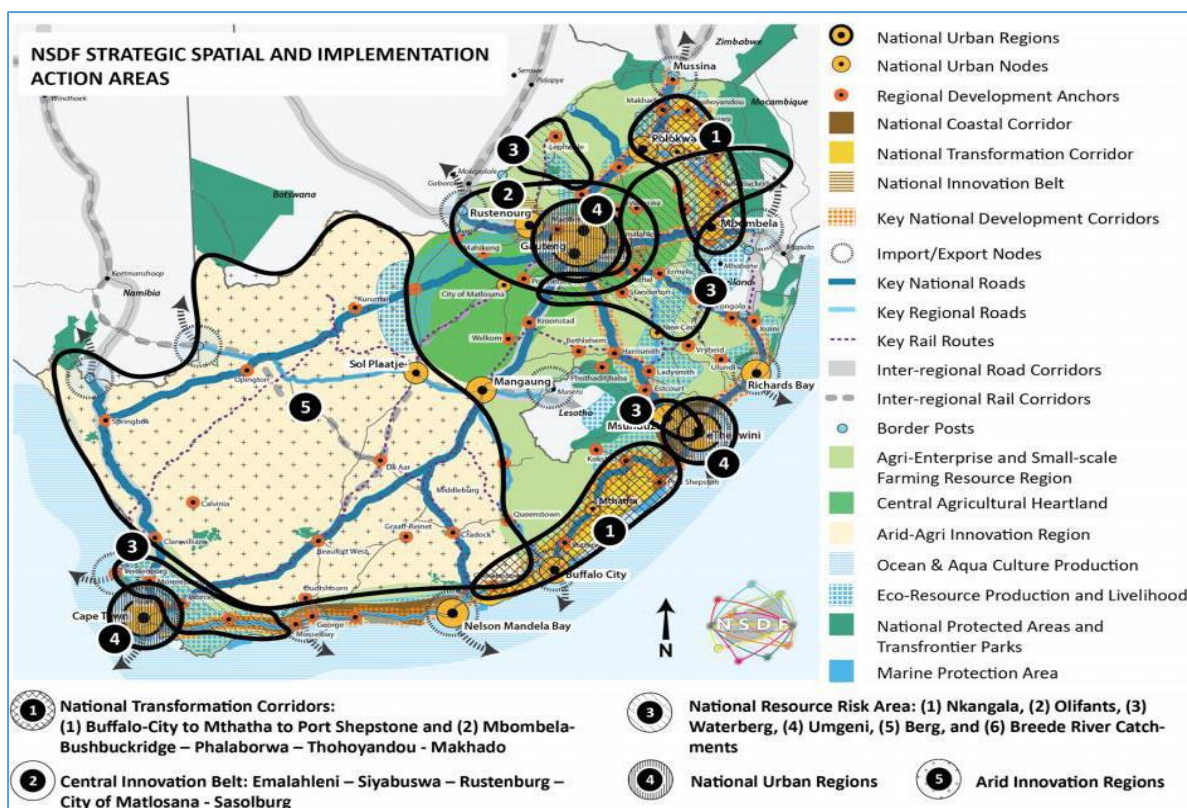


**Figure 1: Eastern Seaboard Development**

The focused rural development agenda follows the District Development Model (DDM) launched in September 2019 at Ingquza Hill Local Municipality in Lusikisiki under the O.R Tambo District Municipality by the President Cyril Ramaphosa and Minister of Cooperative Governance and Traditional Affairs (COGTA)- Dr Nkosazana Dlamini Zuma whose objectives are the below;

- a) Solve horizontal & vertical silos and narrow the distance between people and government;
- b) Deliver Integrated Services and Monitoring & Evaluation;
- c) Institute budgets & programmes that are based on researched community needs, target financial inclusiveness of designated groups, and gender-responsive;
- d) Youth empowerment and maximisation of socio economic impact;
- e) Facilitate, Boost Local Economic Development and Inculcate Long-range Planning.
- f) Foster sustainable development, accelerate initiatives to promote zero hunger, poverty eradication, employment and equality; and
- g) The DDM culminated in an accelerated, focused development initiative called the Eastern Seaboard Development, consisting of 4 District Municipalities (O.R Tambo; Alfred Nzo; Harry Gwala, and Ugu) with 17 Local Municipalities in the Eastern Cape and Kwa-Zulu Natal. It is counted as one of the poorest of regions in South Africa, with the highest unemployment rate (83.6% of people living below the upper poverty line).

h) The COGTA discussion document utilises South African and other global experiences to propose the development of the high potential Eastern Seaboard by utilising its core endowments and competitive advantage areas as well potential economic anchors to promote sustainable development through (amongst others), the development of a New African Coastal Smart City along the largely under developed coastline, starting with the 600km coastal stretch from Buffalo City to Port Shepstone and borders the National Urban Region of eThekweni Metro (in line with the National Spatial Development Framework’s Corridor 1) ,wherein the initial phases will encompass the 120km coastal stretch between Port St Johns and Margate and its surroundings. The project encompasses a polycentric approach as depicted in Figure 2 below.



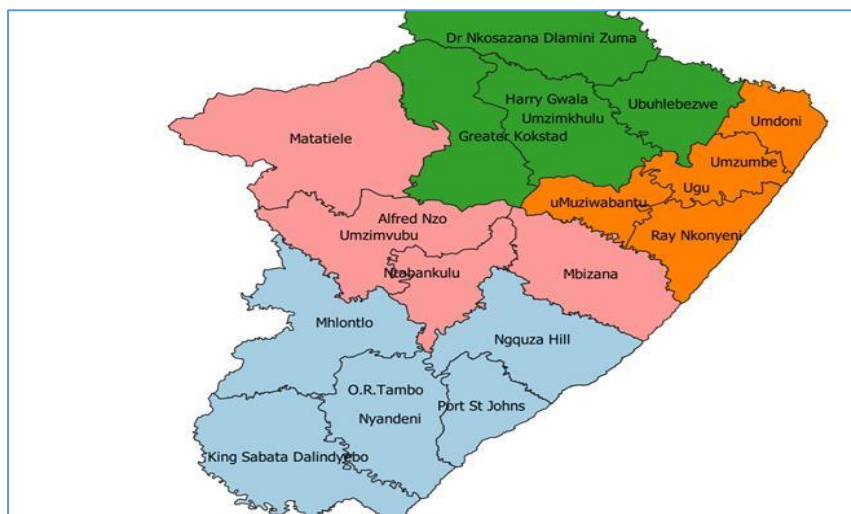
**Figure 2: NSDF Strategic Spatial and Implementation Action Areas**

The development of the Eastern Seaboard Region would be centred around its communities with the ease of travel and connectivity within the region. It will showcase an advanced high-tech ICT infrastructure, integration, and best-of-breed sustainable renewable energy offerings. This will align with global practices and trends in developing a New African Coastal Smart City.

## 6 BACKGROUND

In June 2022, a Government Gazette was issued by the Minister of Agriculture, Land Reform and Rural Development (DALRRD), Honourable Thoko Didiza, through a Notice in terms of

Section 18 (3) of the Spatial Planning and Land Use Management Act (SPLUMA) (Act 16 of 2013), declaring the Eastern Seaboard as a Region to develop a Regional Spatial Development Framework that will give effect to national land-use policy priorities.



**Figure 3: Eastern Seaboard Region – Gazetted June 2022**

The above depicted Eastern Seaboard Region covers the geographic area of the provinces of the Eastern Cape and KwaZulu Natal. It incorporates the four Districts and seventeen Local Municipalities highlighted in Table 1 below.

| <b>EASTERN CAPE PROVINCE</b>               | <b>KWA-ZULU NATAL PROVINCE</b>                |
|--|---|
| <b>O.R TAMBO DISTRICT MUNICIPALITY</b>     | <b>HARRY GWALA DISTRICT MUNICIPALITY</b>      |
| Ingquza Hill Local Municipality            | Dr. Nkosazana Dlamini-Zuma Local Municipality |
| Port St John’s Local Municipality          | Greater Kokstad Local Municipality            |
| Nyandeni Local Municipality                | Ubuhebezwe Local Municipality                 |
| Mhlontlo Local Municipality                | Umzimkhulu Local Municipality                 |
| King Sabatha Dalindyebo Local Municipality |   |
| <b>ALFRED NZO DISTRICT MUNICIPALITY</b>    | <b>UGU DISTRICT MUNICIPALITY</b>              |
| Matatiele Local Municipality               | 1. Ray Nkonyeni Local Municipality            |
| Umzimvubu Local Municipality               | 2. Umdoni Local Municipality                  |
| Mbizana Local Municipality                 | 3. Umzumbe Local Municipality                 |
| Ntabankulu Local Municipality              | 4. Umziwabantu Local Municipality             |

**Table 1: Eastern Seaboard Region**

A Joint National & Provincial Technical Support Committee for the New African Coastal Smart City that will be developed within the Eastern Seaboard Region will support the Intergovernmental Forum in executing its duties and activities with a particular emphasis on the following:



- A. Develop the Design Concept and Master Plan for approval by the Intergovernmental Forum;
- B. Set up processes to determine the availability and packaging of land for different uses;
- C. Guide proposals for the New African Coastal Smart City concepts, artistic impressions, and guiding design philosophies;
- D. Investigate and establish mechanisms for expediting land development approvals;
- E. Develop investment and financing plans for approval by the Intergovernmental Forum;
- F. Develop necessary marketing, stakeholder relations, public awareness and communications plan for approval by the Intergovernmental Forum.
- G. There is a crucial need for a social facilitation function to ensure that the Eastern Seaboard Region communities and stakeholders at large are sufficiently mobilised through the provision of the following services:
  - a. Social Facilitation: to obtain communities and stakeholders' buy-in, support and ownership of the proposed development.
  - b. Principal Consultancy Services: to structure and manage Professional Service Provider teams assigned for preliminary investigations, town planning and design auxiliary services.
  - c. An extensive social facilitation is required mainly in the rural communal land areas to solicit buy-in, ownership and understanding from rural communities whilst their property rights are fully protected in cooperation and agreements.

## 7 OBJECTIVES

The objectives of this project are;

The social facilitation project and function will ensure coordination and linkages amongst government/MISA and various stakeholders from national, provincial, district and local government to traditional leaders, traditional/rural communities, civic organisations and various related stakeholders. The main objectives of social facilitation are the development of strategic social engagement facilitation in the targeted Eastern Seaboard Region throughout the life cycle of the development.

Social facilitation is about encouraging community participation in shaping and developing their future and providing interventions that promote ownership, financial inclusion and sustainability of projects. Social facilitation is a model that supports participatory development through community empowerment initiatives that enable community members to organise and mobilise resources in pursuit of shared community development outcomes. When used effectively, social facilitation creates an enabling environment for community members to



actively participate and take ownership of development interventions aimed at securing their livelihood and better future prospects.

Social facilitation seeks to ensure the following:

- a) Provision of development intelligence information to prevent conflicts and disruptions by identifying feasible intervention strategies;
- b) Communities and stakeholders are encouraged to be active and involved in managing their development by exercising their participation responsibly;
- c) Communities can successfully guide development planning initiatives, resulting in a more inclusive, community-based and bottom-up planning process;
- d) There are good working relationships between government, communities, stakeholders and investors that promote trust and stability amongst all for the duration of the development;
- e) There is the localisation of talent and utilisation of local skills, labour and materials, thus promoting buy-in and ownership by affected local communities;
- f) Social facilitation is one of the critical elements in the success of infrastructure projects as it ensures effective cooperation and facilitates coordination of key and important role-players;
- g) Social facilitation creates a conducive and harmonious environment for smooth implementation across and beyond the performance of the project cycle.
- h) For the Eastern Seaboard Development and the New African Coastal Smart City projects to be successful and sustainable, the social facilitator must perform strategic leadership and technical support in line with the expected deliverables and outcomes.
- i) The Social Facilitator will work and provide direction to a team of PSPs who will be providing professional services associated with the preliminary studies, town planning, design concepts and artistic impression of the proposed development.
- j) At the centre and key to the proposed Eastern Seaboard Development and the New African Smart City development are the rural communities whose land tenure and property rights must be negotiated and protected through favourable continuous engagements and agreements.
- k) It is of significant importance that local talent is prioritised as they are the ones who would best know the community socialisation and be familiar with the area and the pressing issues that might hinder the proposed development progression.

## **8 SCOPE OF WORK**

### **8.1 Social facilitation**

- a) Development of a targeted social engagement facilitation strategy and implementation plan that is aligned with the overall works programme;
- b) Ensuring adherence to open and honest social engagement facilitation standards according to the norms and standards sought through public consultation and community mobilisation initiatives;
- c) Liaise with MISA, government, internal and external stakeholders and authorities and promote cooperative working relations in driving the Eastern Seaboard Development and the New African Coastal Smart City agenda;
- d) Facilitate preliminary studies and concept design with informative meetings about activities in the area, and proclamation of the New African Coastal City Project and East Seaboard Project, with authorities and the public;
- e) Represent MISA's and government views in an open-minded, confident and credible manner to traditional leaders, stakeholders, organisations, rural communities, communities and the public;
- f) Build strategic partnerships with government, opinion leaders, and other stakeholders across the East Seaboard Region and South Africa to drive the agenda of the proposed development;
- g) Ensure that the information flow between communities, stakeholders, SMMEs and associated parties is exchanged on an ongoing basis; this to be done in all the local languages and multiple media platforms;
- h) Ensure that economic, social and environmental success is accurately represented and understood by all relevant parties given the proposed development;
- i) Advise on stakeholder engagement facilitation approaches and develop specific and targeted facilitation engagement processes;
- j) Drive Eastern Seaboard Development and the New African Coastal Smart City community awareness campaigns that aim at community buy-in and support;
- k) Promote Investor attraction and engagement for various pockets of development within the proposed development and facilitate any community engagement and agreements; and
- l) Solicit favourable land agreements with communities governed by relevant laws and ensure that all communities and land owners' land tenure and property rights are protected.

## 8.2 Principal consultancy services

Provide strategic leadership and direction to the team of PSPs, often including;

- a) Communicate with MISA to determine requirements, deliverables and goals within the available budget;
- b) Interpret PSP findings and work to MISA and assist in presenting logical conclusions in written or verbal format;
- c) Develop long-term strategic plans that address MISA's needs in driving mobilisation of the said projects;
- d) Propose solutions to MISA on experiences challenges and problems using industry best practices and research;
- e) Be able to work in a multi-skilled environment leading a team of professionals, setting objectives and targets, conducting regular reviews, monitoring and evaluating progress.
- f) Formulate coordination of the strategies and the implementation of the systems of regular reporting to the relevant structures.
- g) Drive the social engagement facilitation process and lead the preliminary studies until the development concept has been approved.

## 9 PROJECT OUTPUTS AND OUTCOMES

- a) Identify and profile stakeholders and value-adds/roles thereof to cover all stakeholders that are involved in the area;
- b) Develop a social engagement facilitation & Implementation Plan as a reference document for the social engagement facilitation works programme;
- c) Facilitate stakeholder engagement both at MISA project management and at all stakeholder levels;
- d) Develop and manage project communication plan with determined frequency and intervals of communication to drive momentum;
- e) Design monitoring and reporting tools for project mobilisation using all media platforms and languages;
- f) Develop and apply conflict resolution mechanisms to resolve any conflicting views with the communities and the various stakeholders;
- g) Craft and implement interventions and mitigation strategies to all challenges and obstacles that hinder progress;
- h) Finalise preliminary studies and high-level town planning designs and New African Coastal Smart City Concept;

- i) Finalise land tenure and property rights agreements through land acquisition and long-term lease agreements with communities and land owners;
- j) Solicit buy-in, support and project ownership from communities, traditional leaders and stakeholders; and
- k) Develop social engagement facilitation reporting templates for PSPs and social facilitators and ensured that they aligned with the communication plan.

## **10 KEY TASKS AND DELIVERABLES**

### **10.1 Stage 1: Initiation and inception**

Inception document describing the methodology and outline a draft table of contents for the final report. The inception report must also provide details of all stakeholders/industry participants that shall be consulted for execution of the project.

### **10.2 Stage 2 - Project administration**

- a) Draft and continuously update PSP's Scope of Work and deliverables, inception and management thereof;
- b) Development of social engagement facilitation and stakeholder engagement works programme that encompasses all PSPs services and deliverables and ensures that they are all aligned with the ultimate objectives;
- c) Performance Management of PSPs deliverables and facilitation of professional fees claims;
- d) Ensure management of the social facilitation budget by managing all activities ensuring that they all fall within the available budget and ensure government administrative policies and procedures are followed at all times;
- e) Manage information flow and communication to MISA, communities and stakeholders in the form of presentations, reports, research journals and usage of all the media platforms and local languages;
- f) The top-down communication approach should be reciprocated with down-top feedback, processing and continuous engagement until the anticipated community and stakeholder buy-in is achieved;
- g) Responsibility for the overall management of the social engagement facilitation, preliminary studies and reporting to MISA and stakeholders.

### **10.3 Stage 3 - Project management and implementation**

- a) Strategic planning and management of projects mobilisation in the area, from resourcing, planning, land tenure and property rights, preliminary studies, town planning design and implementation;

- b) Management of the consulting services and ensuring they fall within the norms and standards of the required service rendering, reporting and approvals by the client;
- c) Identification of needs for land tenure and property rights lease agreements, acquisition, proclamation, movement of services and utilities, households and other community amenities;
- d) Facilitation and management of negotiations lease agreement with traditional community land owners and acquisition or partnerships with the Government land;
- e) Drive community awareness campaigns and mobilisation to solicit buy-in, support and ownership;
- f) Continuous checks and alignment with the MISA social engagement facilitation and projects mobilisation budget, including any other budget and resources allocated towards the project mobilisation; and
- g) Ability to work in a multi-skilled environment leading a team of professionals, setting objectives and targets, and conducting regular performance reviews and one-on-one coaching sessions.

#### **10.4 Stage 4 - Stakeholder liaison**

A proper stakeholder audit and scanning would be conducted to develop a comprehensive stakeholder matrix so that all stakeholders' goals and objectives are aligned with the advancement of the proposed Eastern Seaboard Development and the New African Coastal Smart City development.

The main duties of the function as the following:

- a) Liaise with MISA, government, affected communities, external stakeholders and authorities and promote cooperative working relations to realise Eastern Seaboard Development and the New African Coastal Smart City projects.
- b) Conduct informative meetings and workshops about the proclamation of Eastern Seaboard Development and New African Coastal Smart City projects with authorities and the public.
- c) Represent MISA's and government's views in an open-minded, confident and credible manner and be the ideal face of the projects.
- d) Build strategic partnerships with government, communities, traditional leaders, opinion leaders, and other stakeholders across the provinces.
- e) Ensure that economic, social and environmental success is accurately represented and understood by all relevant parties and communities.
- f) The following are the key components of the stakeholder liaisons /stakeholder management portfolio;

- I. Frequent interaction with MISA and COGTA.
- II. Engagements with National and Provincial Government Departments, including their Government Entities and Enterprises.
- III. Engagements with National and Provincial Houses of Traditional and Khoi-San Leaders.
- IV. Focused and Extensive mobilisation of and buy in of Amakhosi/Kingdoms/Kingships/Traditional Leadership etc.
- V. District and Local Municipality interactions and liaison.
- VI. Continuous interaction and liaison with Rural Communities, Communities, Civic Organisations, Stakeholders, Businesses and SMMEs.

### **10.5 Stage 5 - Closeout and Completion**

This is a final social facilitation report covering all requirements of this social facilitation project approved by all relevant stakeholders. This should also include handover of relevant study files in acceptable formats. The final report must cover amongst others the following;

- All reports, strategies, studies referred to from stage 1 to stage 4.
- Stakeholder identification, mapping and participation records.
- List of projects undertaken including the socio-economic benefits
- Local labour and Local SMME participation
- Mini-community profile
- Established and trained Project Steering Committee (PSC) and Community Liaison Officer (CLO) and their effective operations
- Risk management plan and report
- Capacity development programme
- Structured communication and coordinated local development
- Credible monthly labour records
- Local labour and SMME database
- Monthly Reports
- Minutes of all meetings held.
- Finalise preliminary studies and high-level town planning designs and New African Coastal Smart City Concept;
- Finalise land tenure and property rights agreements through land acquisition and long-term lease agreements with communities and land owners.
- Develop long-term strategic plans that address MISA's needs in driving mobilisation of the said projects;
- Propose solutions to MISA on experiences challenges and problems using industry best practices and research;

## 11 DOCUMENTATION AND KEY REQUIREMENTS

The following documents are required for evaluation purposes, Tenderers are requested to submit, complete and return all with this tender. Some Returnable are attached as

### ANNEXURE A

#### Returnable Required for Submission

- A. Company Returnable Documentation: CK Documents, Director IDs, CSDs, Tax Pins, BBEE Certificates, Banking Letter, Company Profiles, Reference Letters etc.;
- B. CV's of the Professional Service Provider (PSP) team;
- C. Qualifications and Professional Registration in a related and relevant field;

#### Returnable Documents Required for Completion and Submission

- D. Returnable Documents as per attached Annexure A as follows;
  - a) Pricing Schedule
  - b) SBD 1 - Invitation to Bid
  - c) SBD 4 - Declaration on Interest
  - d) SBD 6.1 – Preference Points claim form
  - e) Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)
  - f) CSD report Annexure
  - g) Tender's certificates Annexure
  - h) Resolution for Signatory
  - i) Certificate of Joint Ventures

**Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.**

- 1. Record of Addenda to Tender Documents
- 2. Proposed Amendments and Qualifications

## 12 GENERAL REQUIREMENTS

Amongst others, the following are general requirements of the tenderer;

- a) An understanding of Mpondo and Zulu history, culture, heritage, tradition, and rituals are an essential added advantage;



- b) The ability to communicate fluently in English, isiXhosa, isiMpondo and isiZulu will be an added advantage;
- c) An extensive familiarity with the region, its people, its socialisation and formations will be an added advantage;
- d) A minimum of 10 years of experience in social facilitation of project mobilisation of similar magnitude or more; (Knowledge with SA Languages)
- e) Specific experience in dealing with SMMEs, Rural Stakeholders, Traditional Leaders, Traditional and Rural Communities and dealing with community issues would be highly recommended;
- f) Proactiveness in project mobilisation and driving communities and stakeholder participation and engagements;
- g) The ability to solicit buy-in and project ownership from all communities and stakeholders timely in a harmonious manner;
- h) Excellent interpersonal and people skills and an ability to communicate with communities and stakeholders on different media platforms;
- i) Ability to negotiate and positively influence stakeholders' project buy-in and ownership through an ethical and acceptable standard;
- j) The resilience to withstand public verbal and emotional abuse from communities, civic organisations and stakeholders;
- k) To play a Principal Consultant role and have experience and ability to work with and manage a technical professional services team;
- l) Full knowledge and understanding of Spatial Development Framework, Traditional and Khoi-San Leadership Act, 2019, Act No 3, of 2019, applicable legislation and governance;
- m) Extensive understanding of rural structural dynamics and ability to know how to deal with Amakhosi/Traditional Leaders and other rural community structures; and
- n) Ability to manage dissatisfaction and maintain confidence and hope in communities and stakeholders against all odds and challenges.

### **13 EVALUATION OF TENDERS**

Tenders will be screened to ensure responsiveness to the requirements. MISA may reject any Tenders as non-responsive that does not provide evidence of the specified mandatory requirements. MISA reserves the right to request additional information and clarification during the evaluation and selection process from any or all bidders regarding their proposals.

Bids are invited on the basis of their proposals and will be evaluated in three stages prequalification, functionality and then price and B-BBEE in accordance with the 80/20 preference points system.

The procedure for the evaluation of tenders is **detailed as follows:**

**Phase 1:** Mandatory requirements

**Phase 2:** Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality **points of 70** will then be rejected.

**Phase 3:** Price and preference (80/20 system)

### **Phase 1 - Mandatory requirements**

Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. ***Failure to comply will automatically eliminate the bid for further consideration:***

- a) In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.
- b) Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners.
- c) In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.
- d) 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.
- e) The tender documents issued by MISA are not tampered and remain intact
- f) The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.

**Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):**

- a) The bidder must be registered on the Central Supplier Database (CSD) prior the award
- b) All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
- c) Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.
- d) Should the tenderer intends to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a CSC000 sector code Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main tenderer submitted an original or certified copy of his/her own B-BBEE certificate.
- e) A valid original or certified copy of amended Construction Sector Codes (CSC000) **B-BBEE Certificate verified by SANAS** must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of consolidated amended Construction Sector Codes (CSC000) **B-BBEE Certificate verified by SANAS** B-BBEE Certificate verified by SANAS must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.
- f) Tenderers which are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, if not having their own, to claim B-BBEE points. A tenderer should only select an appropriate Sworn affidavit, complete it in full and have it attested by a commissioner of oaths, signed and dated before submission. Generic sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points.

**2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:**

- a) The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.

- b) The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.
- c) A Tender scoring an average score below **70 points** in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.
- d) Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.

**3. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017**

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and B-BBEE/ PPPFA Regulations of 2017

| Criteria               | Points     |
|------------------------|------------|
| <b>POINTS ON PRICE</b> | <b>80</b>  |
| <b>B-BBEE</b>          | <b>20</b>  |
| <b>TOTAL</b>           | <b>100</b> |

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:**

(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{P - P_m}{P_m})$$

The value of value of  $W_1$  is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.

The table below must be used to calculate the score out of 20 for B-BBEE.

| 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                |

Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating 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

#### **14 FUNCTIONALITY REQUIREMENTS**

Functionality criteria broken down into sub criteria:

- a) Experience of the Tenderer = **20 points**
- b) Experience of Key Personnel = **60 points**
- c) Approach Paper Schedule = **20 points**

#### **EVALUATION SCHEDULE 1: TENDERER'S RELEVANT PROJECT EXPERIENCE (20 points)**

Explanation of how points will be awarded for Relevant Project Experience

The project chosen for referencing should be for work done. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years' period from the date of tender advert.

The scoring of tenderer's experience will be as below:

Completed social facilitation projects in rural communities and communal land. This experience must only relate to instance where the tenderer acted as the main/principal consultant and have within their project team resources understanding the Mpondo and Zulu history, culture and heritage.:(**20 points**)

**1 project = 5 points**

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

## **EVALUATION SCHEDULE 2: EXPERIENCE OF THE KEY PERSONNEL (60 POINTS)**

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

CVs of key personnel should be submitted along with the submission referring to this schedule, preferably, in 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.

*The CV including qualifications and proof of registration where applicable will be used for the evaluation of each personnel for this section.*

The scoring of the personnel will be as below:

- Team Leader = **15 points**
- Land Surveyor = **5 points**
- GIS Consultants = **5 points**
- Town Planner = **5 points**
- Geotechnical Consultants = **5 points**
- Civil Engineer = **5 points**
- Environmental Management Consultant = **5 points**
- Land Tenure and Property Rights Consultant = **5 points**
- Social Facilitation Officer 1 (OR Tambo & Alfred Nzo Districts) = **5 points**
- Social Facilitation Officer 2 (Harry Gwala & Ugu District) = **5 points**
- **Total = 60 points**

Scoring: where applicable, Only Qualifications submitted with proof of Professional Registration will be scored and where only proof of Qualification or only proof of Professional Registration the bidder will be scored zero.

### **A - Team Leader – 1 [Total 15 points]**

#### **1. Qualifications and Professional Registration / Membership (ASEFSA) (maximum 10 points)**

- a) Certificate in Social Science, Public Administration Honours or equivalent with extensive knowledge = **4 points**
- b) Diploma in Social Science, Public Administration Honours or equivalent with extensive knowledge and = **6 points**
- c) Bachelor's/Honours or degree in Social Science, Public Administration Honours degree or equivalent = **10 points**

**2. Years of work experience (after 1<sup>st</sup> degree graduation) (maximum 5 points)**

- a) Below 5 years = 0 points
- b) 5 - 6 years = 3 points
- c) 7 - 9 years = 4 points
- d) 10 years and above = 5 points

**Scoring:** Only Qualifications submitted with proof of Professional Registration/membership from a reputable professional body will be scored and where only proof of Qualification or only proof of Professional Registration is submitted the bidder will be scored zero.

**B- LAND SURVEYOR – 1 [Maximum 5 points]**

**Qualifications and Professional Registration (SAGC) (3 points)**

- a) Certificate in Surveying, Mapping, Geomatics or Equivalent. Must be associated with Town Planning and massive infrastructure development + SAGC Reg = **1 points**
- b) Diploma in Surveying, Mapping, Geomatics or Equivalent. Must be associated with Town Planning and massive infrastructure development + SAGC reg = **2 points**
- c) Bachelor's Degree in Surveying, Mapping, Geomatics or Equivalent. Must be associated with Town Planning and massive infrastructure development + SAGC reg = **3 points**

**1. Years of work experience (after 1st degree graduation) (2 points)**

**Requirement** - 10 years and above experience in Land surveying, Mapping and Geomatics;

- a) From 5 to 9 years = **1 point**
- b) From 10 years and above = **2 points**

**C- GIS CONSULTANT –1 [Maximum 5 points]**



**1. Qualifications and Professional Registration (SAGC) – 3 points**

- a) National Diploma in Surveying, Mapping or Geomatics or Equivalent + SAGC Reg = **1 point**
- b) Bachelor's Degree in Surveying, Mapping or Geomatics or Equivalent + SAGC Reg = **2 points**
- c) Master's Degree in Surveying, Mapping or Geomatics or Equivalent or above + SAGC Reg = **3 points**

**2. Years of work experience (after 1<sup>st</sup> degree graduation) – 2 points**

**Requirement** = 10 years and above experience in GIS consulting in mega civil and development projects

- a) From 5 to 9 years = **1 point**
- b) 10 years and above = **2 points**

**D.TOWN PLANNER –1 [Total 5 points]**

**1. Qualifications and professional registration with SACPLAN (3 points)**

- a) Bachelor's degree in Town and Regional planning or Equivalent + SACPLAN Reg = **1 points**
- b) Bachelors Honours Degree in Town and Regional planning or Equivalent + SACPLAN Reg = **3 points**

**3. Years of work experience (after registration with SACPLAN) (2 points)**

**Requirement** - 10 years and above experience in town planning associated with new towns and smart cities development

- a) From 5 to 9 years = **1 point**
- b) 10 years and above = **2 points**

**E. GEOTECHNICAL CONSULTANT –1 [Total 5 points]**

**1. Qualifications and professional registration with ECSA, ( 3 points)**

- a) Diploma in Civil Engineering –Geotechnical or Equivalent + ECSA Reg = **1 point**
- b) Bachelors degree of Civil Engineering –Geotechnical or Equivalent plus ECSA Reg = **3 points**

**2. Years of work experience (after 1<sup>st</sup> degree graduation) 2 points**

**Requirement** – 15 years and above experience in Civil Engineering specialising in Geotechnical studies and surveys

- a) 5 to 9 years = 1 point
- b) 10 years and above = 2 points

**F. Civil Engineer –1 [Total 5 points]**

**1. Qualifications and professional registration with ECSA, (3 points)**

- a) Diploma in Civil Engineering –Equivalent + ECSA Reg = 1 point
- b) Bachelors degree of Civil Engineering –Equivalent + ECSA Reg = 3 points

**3. Years of work experience (after 1<sup>st</sup> degree graduation) 2 points**

**Requirement** – 15 years and above experience in Civil Engineering specialising in new development.

- a) 5 to 14 years = 1 point
- b) 15 years and above = 2 points

**G- ENVIRONMENTAL MANAGEMENT CONSULTANT –1 [Total 5 points]**

**1. Qualifications and professional registration with EAPASA or (SACNASP) (3 points)**

- a) Diploma in Environmental Management plus EAPASA or SACNASP = 1 point
- b) Bachelor's Degree /BSc in Environmental Management or equivalent , EAPASA and SACNASP = 3 points

**2. Years of work experience (after 1<sup>st</sup> degree graduation) - 2 points**

**Requirement** - 10 years and above experience in Environmental management of a protected area, civil and massive town and new cities development projects = 2 points

- a) From 5 to 9 years = 1 point
- b) 10 years and above = 2 points

**H - LAND TENURE AND PROPERTY RIGHTS CONSULTANT –1 [Total 5 points] –**

**1. Qualifications and professional registration (3 points)**

- a) Diploma Social Science, development studies or relevant qualification = 1 point

- b) Bachelor's degree in Social Science, development studies or relevant qualification = **3 points.**

**2. Years of work experience (after 1<sup>st</sup> degree graduation) (2 points)**

**Requirement** - 10 years and above experience in land tenure and property rights regulations support with emphasis on rural communal land parcels.

- a) From 5 to 9 years = 1 point
- b) 10 years and above = **2 points**

**I- Social Facilitation Officer 1 (OR Tambo and Alfred NZO Districts)= 5 points**

**Requirements:** Fluent in English & IsiXhosa languages and have knowledge in IsiXhosa and Mpondo culture.

**1. Qualifications and professional registration (3 points)**

- a) Diploma Social Science, development studies or relevant qualification = **1 point**
- b) Bachelor's degree in Social Science, development studies or relevant qualification = **3 points.**

**2. Years of work experience (after 1<sup>st</sup> degree graduation) (2 points)**

**Requirement** - 10 years and above experience in land tenure and property rights regulations support with emphasis on rural communal land parcels.

- a) From 5 to 9 years = 1 point
- b) 10 years and above = **2 points**

**J- Social Facilitation Officer 1 (Harry Gwala & Ugu Districts)= 5 points**

**Requirements:** Fluent in English & Zulu languages and have knowledge in Zulu culture.

**1. Qualifications and professional registration (3 points)**

- c) Diploma Social Science, development studies or relevant qualification = **1 point**
- d) Bachelor's degree in Social Science, development studies or relevant qualification = **3 points.**

**2. Years of work experience (after 1<sup>st</sup> degree graduation) (2 points)**

**Requirement** - 10 years and above experience in land tenure and property rights regulations support with emphasis on rural communal land parcels.

- c) From 5 to 9 years = 1 point

d) 10 years and above = **2 points**

**EVALUATION SCHEDULE 3: METHODOLOGY/ APPROACH (20 POINTS)**

The approach paper must respond to the 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 (if there is any). not more than 10 pages.

The approach paper must contain at least the following:

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

**Executive Summary:** A brief summary 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. Technical approach and methodology should explain the PSPs understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to address them. The proposal should explain the methodologies, which are to be adopted, demonstrate the compatibility of these methodologies with the proposed approach and address any modifications required to complete the proposed scope of work.
2. Management method should be developed and approved during the project-planning phase (inception phase) to confirm major deliverables/milestone and acceptance criteria. It should also be used to manage approved project processes and responsibilities.
3. Stakeholder identification, management and reporting mechanism to be followed.
4. Discuss the process of benchmarking with other leading countries during the execution of the study and how this exercise will benefit the project.

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

| Evaluating Point   | Assessment Criteria  | Maximum allocated point(s) |
|--|--|----------------------------|
| Methodology to be adopted  | Program knowledge, informative appropriateness of proposed approach (5) and presentation and organogram/reporting structure (5)  | 10 points                  |
| Project implementation schedule/Programme (Listed Activity in the Scope of Work) | Appropriateness of identified tasks (2), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time | 5 points                   |
| Project implementation Risks, Stakeholder identification and management          | Adequacy of understanding of program risks (1) and appropriateness of stakeholder's identifications (2)  | 3 points                   |
| Skills Transfer  | Skills Transfer to designated groups / Youth Empowerment / Women Empowerment/ Skills Transfer  | 2 points                   |

## 15 MISA'S RIGHTS

- a) MISA reserves the right to cancel this bid in whole or in part, at its sole discretion, at any time before the Agreement is fully executed.
- b) This Bid does not commit MISA to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this Bid, or to procure or contract for services.
- c) MISA reserves the right to conduct vetting and verify the validity of all certificates submitted by bidders.
- d) MISA will reject any proposal as non-responsive that does not provide evidence of the specified mandatory requirements.
- e) MISA may or may not request additional information and clarification during the evaluation process from any or all bidders regarding their proposals
- f) MISA reserves the right to request the company's latest audited financial statement to ascertain financial stability of the bidder prior to the award of the bid.

## 16 REPORTING

- a) The appointed bidder will report to the appointed Project Manager of MISA.
- b) The detailed reporting requirements will be provided to the successful bidder during the contract negotiation and project inception.
- c) The bidder must submit a written report to the MISA Project Manager on specific problems/challenges, recommendations, improvement methods, work programmes, complaints, remedial actions taken and any other matter relating to the provision of all services for which appointed to perform.

### 16.1 PROPOSED REPORTING STRUCTURE

Below is a schematic drawing to illustrate the proposed project management structure showing the lines of communication and reporting.



**17 PAYMENTS**

- a) MISA does not pay any amount in advance.
- b) Only original signed invoices must be submitted for payments.
- c) The bidder will be paid within 30 days after receipt of valid invoice, when the services have been fully rendered to the satisfaction of MISA, and this will be done by means of electronic transfer directly into the bidder’s bank account.

**18 BRIEFING SESSION**

None - Compulsory Virtual briefing session will take place at the place and on the date and time shown below;

Date: 22 August 2022

Time: 10:00am

Representative(s) from MISA will meet prospective Tenderers to provide details of the Tender.

**19 SUBMISSION OF PROPOSALS**

- a) The Tender Documents will be made available on [www.misa.gov.za](http://www.misa.gov.za) and will be uploaded on the eTender Portal.
- b) The Tender Documents are not for sale and will also not be emailed to bidders.
- c) The Tender Documents must also include a soft copy (DVD or Memory Stick - all in PDF Format) of the proposal, and must reach MISA offices before 11:00 on .....and must be enclosed in a sealed envelope clearly inscribed on the outside:



## **20 CLOSING DATE AND TIME: 31 August 2022 @ 11:00am**

- a) Tender documents are to be submitted to MISA Reception and deposited in the tender box at MISA Offices, Letaba House, 1303 Heuwel Road, Riverside Office Park, Centurion, 0046.
- b) No late submissions will be considered under any circumstances.

## **21 PERIOD FOR ACCEPTANCE OF PROPOSALS**

To allow for adequate evaluation, MISA requires a response to this bid to be valid and irrevocable for 90 days after closing date and time.

## **22 COMMUNICATION WITH MISA OFFICIALS**

- a) Bidders and their representatives may not communicate with MISA officials except in writing.
- b) Bidders and their representatives must communicate in the manner set forth in this Bid.
- c) There shall be no communication with MISA officials except as may be reasonably necessary to carry out the procedures specified in this Bid.
- d) Nothing herein prohibits bidders and their representatives from making oral statements or presentations in public to one or more MISA officials during a public meeting.

## **23 CONFIDENTIALITY**

All responses to this bid become the property of MISA and submissions after closing of bid may be subject to public inspection and disclosure in accordance with the MISA SCM Policy and provisions of applicable legislation.

## **24 QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

- a) Bidders must carefully examine the bid documents and in the event of doubt of anything contained in the documents.
- b) All enquiries should be made at the briefing session and can also be made in writing five (5) working days before the closing date of the bid.
- c) For queries, please contact the following person:

Ms. L. Tyikwe

E-mail: lumka.tyikwe@misa.gov.za



## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

### **Cooperative Governance & Traditional Affairs**

Tender no.: MISA/SF/ESD/005/2022/23

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE SOCIAL FACILITATION & ASSOCIATED PROFESSIONAL SERVICES FOR THE EASTERN SEABOARD DEVELOPMENT AND NEW AFRICAN COASTAL SMART CITY FOR THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)**

## **Returnable documents**

### **Returnable schedules required for tender evaluation purposes**

The tenderer must complete the following returnable schedules as relevant, which are attached herewith.

1. Pricing Schedule
2. SBD 1 - Invitation to Bid
3. SBD 4 - Declaration on Interest
4. SBD 6.1 – Preference Points claim form
5. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)
6. CSD report Annexure
7. Tender's certificates Annexure
8. Resolution for Signatory
9. Certificate of Joint Ventures

**Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.**

3. Record of Addenda to Tender Documents
4. Proposed Amendments and Qualifications



**Municipal Infrastructure Support Agent (MISA)**

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**Cooperative Governance & Traditional Affairs (CoGTA)**

Reference no.: MISA/SF/ESD/005/2022/23

**TENDER: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE SOCIAL FACILITATION & ASSOCIATED PROFESSIONAL SERVICES FOR THE EASTERN SEABOARD DEVELOPMENT AND NEW AFRICAN COASTAL SMART CITY FOR THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)**

**25 ANNEXURE A  
RETURNABLE SCHEDULES**

# 1 PRICING SCHEDULE

## 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 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 Scope of works to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
4. Expenses costs will be paid according to the latest Rates for Reimbursable expenses published on [www.publicworks.gov.za](http://www.publicworks.gov.za). Service Providers will be 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. Travel expenses item in the Activity Schedule include VAT.
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, 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.
8. 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.
9. 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.**
10. 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.
11. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.

12. Tenderers should take note that payment will be only based on acceptable completed deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
13. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity taking into account the *starting date* and *completion date* (which will be adjusted at inception with the agreed Project Implementation Plan (PIP)).
14. Costs incurred by the Consultant 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.
15. 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.
16. Expenses – The employer will pay expenses as follows;

| Item   | Amount  |
|--|---|
| <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• maps, models and presentation materials required by the <i>Employer</i></li> </ul> | market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/ServiceProviders">www.publicworks.gov.za/Service Providers</a> |
| <p><b>Accommodation</b> where the services necessitates that staff identified in Evaluation Schedule 2 to be accommodated in the respective Municipality as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i></p>  | Cost limited to R 1 400 per person per day including bed and breakfast.   |
| <p><b>Vehicle travel</b> to, from and within identified Municipality to perform the services authorised by the <i>Employer</i>. <i>Travel will be paid within radius of 100 kms locally and 250 kms outside Seaboard project area (For Staff identified in Evaluation Schedule 2)</i></p>  | in accordance with the latest Rates Department of Transport   |

17. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:

- **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- **Quantity:** The number of units of work for each item
- **Rate:** The payment per unit of work at which the Bidder bids to do the work
- **Amount:** The quantity of an item multiplied by the bid rate of the (same) item

- **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.

18. 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 <sup>2</sup>       | = | square metre          |
| m <sup>2</sup> -pass | = | square metre-pass     |
| ha                   | = | hectare               |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> -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       |



**Municipal Infrastructure Support Agent (MISA)**

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**Cooperative Governance & Traditional Affairs (CoGTA)**

Reference no.: MISA/SF/ESD/005/2022/23

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE SOCIAL FACILITATION & ASSOCIATED PROFESSIONAL SERVICES FOR THE EASTERN SEABOARD DEVELOPMENT AND NEW AFRICAN COASTAL SMART CITY FOR THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)**

**THE PRICING SCHEDULE**

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

The Client makes entries in the first five columns.

For each row:

1. If the *Consultant* 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 *Consultant* 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 *Consultant* 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.



**2 THE PRICING SCHEDULE (ACTIVITY)**

| <b>Deliverable Number</b>                 | <b>Description</b>   | <b>Unit</b> | <b>Quantity</b> | <b>Rate Rand</b> | <b>Total item Price Rand</b> |
|---|--|-------------|-----------------|------------------|------------------------------|
| <b>DELIVERABLE 1</b>                      | Stage 1 - Initiation and Inception   | Sum         | 1               |                  |                              |
| <b>DELIVERABLE 2</b>                      | Stage 2 - Project administration   | Sum         | 1               |                  |                              |
| <b>DELIVERABLE 3</b>                      | Stage 3 - Project management and implementation                            | Sum         | 1               |                  |                              |
| <b>DELIVERABLE 4</b>                      | Stage 4 - Stakeholder liaison  | Sum         | 1               |                  |                              |
| <b>DELIVERABLE 5</b>                      | Stage 5 - Closeout and Completion  | Sum         | 1               |                  |                              |
| <b>Sub-Total (Cost of Deliverables)</b>   |  |             |                 |                  |                              |
| <b>PLUS VAT 15%</b>                       |  |             |                 |                  |                              |
| <b>Sub-Total 2</b>                        |  |             |                 |                  |                              |
| <b>EXPENSES</b>                           | Travel, accommodation and other related costs payable based on actual Cost | Sum         | 1               |                  |                              |
| <b>Grand Total (inclusive of VAT 15%)</b> |  |             |                 |                  |                              |

|  |
|--|
| <p><b>TOTAL QUOTED PRICE (Vat Incl) (in word)</b></p> <p>.....</p> <p>.....</p> <p>.....</p> |
|--|

### 3 CALCULATION OF PRICING

Pricing excluding additional costs will be calculated as a percentage of the total professional fees costs. After coming to the product thereof, payment of professional fees will be divided into % per project Stage/Phase according to the table below.

| <b>Deliverable Number</b> | <b>Description</b>                              | <b>%</b> |
|---------------------------|---|----------|
| <b>DELIVERABLE 1</b>      | Stage 1 - Initiation and Inception              | 5%       |
| <b>DELIVERABLE 2</b>      | Stage 2 - Project administration                | 30%      |
| <b>DELIVERABLE 3</b>      | Stage 3 - Project management and implementation | 30%      |
| <b>DELIVERABLE 4</b>      | Stage 4 - Stakeholder liaison                   | 20%      |
| <b>DELIVERABLE 5</b>      | Stage 5 - Closeout and Completion               | 15%      |

Signed: ..... Date: .....

Name: ..... Position: .....

Enterprise name: .....

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

Tenders are requested to complete the following tables (B & C) in this ANNEXURE for project management purposes.

##### 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 = 230 days.

##### B. Summary of Person days and FTE over 12/36 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 3 months | FTE over 3 months (in number of person) | Total cost per person (Rand) |
|---|--|---|---------------------------------|---|------------------------------|
| Project Leader  |  |   |                                 |   |                              |
| Land Surveyor   |  |   |                                 |   |                              |
| GIS Consultants   |  |   |                                 |   |                              |
| Geotechnical Consultants                                |  |   |                                 |   |                              |
| Environmental Management consultant                     |  |   |                                 |   |                              |
| Land Tenure and Property Rights Consultant              |  |   |                                 |   |                              |
| Community Liaison Officer 1                             |  |   |                                 |   |                              |
| Community Liaison Officer 2                             |  |   |                                 |   |                              |

| <b>Position Name of Resources in the proposed project Team</b> | <b>Hourly Rate (inclusive of all cost, except VAT) (Rand)</b> | <b>Daily Rate (inclusive of all cost, except VAT) (Rand)</b> | <b>Total Person days over 3 months</b> | <b>FTE over 3 months (in number of person)</b> | <b>Total cost per person (Rand)</b> |
|--|---|--|--|--|-------------------------------------|
|  |   |  |  |  |                                     |
|  |   |  |  |  |                                     |
|  |   |  |  |  |                                     |
|  |   |  |  |  |                                     |
|  |   |  |  | <b>Total</b>                                   |                                     |
|  |   |  |  | <b>VAT @ 15%</b>                               |                                     |
|  |   |  |  | <b>Grand Total</b>                             |                                     |

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

| Deliverable and Activity Number & Description | Position Name of Resources in the proposed project Team | Duration of Activity over 3 months | 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) |
|---|---|------------------------------------|--------------------------|------------------------|---|--|
| <b>DELIVERABLE 1:</b>                         |   |                                    |                          |                        |   |  |
| ACTIVITY __:                                  |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        | <b>DELIVERABLE 1 TOTAL</b>                            |  |
| <b>DELIVERABLE 2:</b>                         |   |                                    |                          |                        |   |  |
| ACTIVITY __:                                  | Contract Manager  |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |

| Deliverable and Activity Number & Description | Position Name of Resources in the proposed project Team | Duration of Activity over 3 months | 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) |
|---|---|------------------------------------|--------------------------|------------------------|---|--|
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        | <b>DELIVERABLE 2 TOTAL</b>                            |  |
| <b>DELIVERABLE 3:</b>                         |   |                                    |                          |                        |   |  |
| ACTIVITY __:                                  |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |

| Deliverable and Activity Number & Description | Position Name of Resources in the proposed project Team | Duration of Activity over 3 months | 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) |
|---|---|------------------------------------|--------------------------|------------------------|---|--|
| <b>DELIVERABLE 3 TOTAL</b>                    |   |                                    |                          |                        |   |  |
| <b>DELIVERABLE 4:</b>                         |   |                                    |                          |                        |   |  |
| ACTIVITY __:                                  | Contract Manager  |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
| <b>DELIVERABLE 4 TOTAL</b>                    |   |                                    |                          |                        |   |  |
| <b>DELIVERABLE 5:</b>                         |   |                                    |                          |                        |   |  |
| Activity-                                     |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |
|   |   |                                    |                          |                        |   |  |

| <b>Deliverable and Activity Number &amp; Description</b>               | <b>Position Name of Resources in the proposed project Team</b> | <b>Duration of Activity over 3 months</b> | <b>Commitment % of resource</b> | <b>Equivalent person Days</b> | <b>Daily Rate (inclusive of all cost, except VAT) (Rand)</b> | <b>Total cost per person (inclusive of all cost, except VAT) (Rand)</b> |
|--|--|---|---------------------------------|-------------------------------|--|---|
|  |  |   |                                 |                               |  |   |
|  |  |   |                                 |                               |  |   |
|  |  |   |                                 |                               |  |   |
|  |  |   |                                 |                               |  |   |
|  |  |   |                                 |                               |  |   |
|  |  |   |                                 |                               |  |   |
|  |  |   |                                 |                               |  |   |
|  |  |   |                                 |                               |  |   |
|  |  |   |                                 |                               |  |   |
| <b>DELIVERABLES TOTAL {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 4)}</b> |  |   |                                 |                               |  |   |
| <b>REIMBURSABLE TOTAL</b>  |  |   |                                 |                               |  |   |
| <b>TOTAL Cost</b>  |  |   |                                 |                               |  |   |
| <b>VAT @ 15%</b>   |  |   |                                 |                               |  |   |
| <b>GRAND TOTAL INCLUSIVE OF VAT</b>                                    |  |   |                                 |                               |  |   |

**Please Note: 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 during execution of this project.



**5 PART A – INVITATION OF BID – SBD 1**

|   |   |  |  |   |      |
|---|---|--|--|---|------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>  |   |  |  |   |      |
| BID NUMBER:   |   | CLOSING DATE:  |  | CLOSING TIME:   |      |
| DESCRIPTION:  |   |  |  |   |      |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |   |  |  |   |      |
|   |   |  |  |   |      |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |   |  | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |   |      |
| CONTACT PERSON  |   | CONTACT PERSON   |  |   |      |
| TELEPHONE NUMBER  |   | TELEPHONE NUMBER   |  |   |      |
| FACSIMILE NUMBER  |   | FACSIMILE NUMBER   |  |   |      |
| E-MAIL ADDRESS  |   | E-MAIL ADDRESS   |  |   |      |
| <b>SUPPLIER INFORMATION</b>   |   |  |  |   |      |
| NAME OF BIDDER  |   |  |  |   |      |
| POSTAL ADDRESS  |   |  |  |   |      |
| STREET ADDRESS  |   |  |  |   |      |
| TELEPHONE NUMBER  | CODE  |  | NUMBER   |   |      |
| CELLPHONE NUMBER  |   |  |  |   |      |
| FACSIMILE NUMBER  | CODE  |  | NUMBER   |   |      |
| E-MAIL ADDRESS  |   |  |  |   |      |
| VAT REGISTRATION NUMBER   |   |  |  |   |      |
| SUPPLIER COMPLIANCE STATUS  | TAX COMPLIANCE SYSTEM PIN:  |  | OR   | CENTRAL SUPPLIER DATABASE No:   | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No      | B-BBEE STATUS LEVEL SWORN AFFIDAVIT  |  | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                    |      |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>   |   |  |  |   |      |
| 1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | 2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, COMPLETE QUESTIONNAIRE BELOW ] |      |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |   |  |  |   |      |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   |   |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |      |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?   |   |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |      |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  |   |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |      |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   |   |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |      |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   |   |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |      |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |   |  |  |   |      |

## 6 PART B – TERMS AND CONDITION FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

## 7 SBD 4 - BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## 8 SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender Points for this bid shall be awarded for:

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

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

|  | POINTS     |
|--|------------|
| <b>PRICE</b>   | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

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

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

|                           |   |   |
|---------------------------|---|---|
| 6                         | 3 | 6 |
| 7                         | 2 | 4 |
| 8                         | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . . . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

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

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME | QSE |
|---|-----|-----|
|   | √   | √   |
| Black people  |     |     |
| Black people who are youth  |     |     |
| Black people who are women  |     |     |
| Black people with disabilities                                    |     |     |
| Black people living in rural or underdeveloped areas or townships |     |     |
| Cooperative owned by black people                                 |     |     |
| Black people who are military veterans                            |     |     |
| <b>OR</b>   |     |     |
| Any EME   |     |     |
| Any QSE   |     |     |

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result



of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

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

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

**9 SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS- A. EMES AND B. QSES (FOR TENDERERS WITH NO B-BBEE CERTIFICATES SWORN AFFIDAVIT - TEMPLATES**

**(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)**

**NB:CHOOSE ONE i.e EME or QSE!!!!)**

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

|  |   |            |          |
|--|---|------------|----------|
| <b>Enterprise Name:</b>                                |   |            |          |
| <b>Trading Name (If Applicable):</b>                   |   |            |          |
| <b>Registration Number:</b>                            |   |            |          |
| <b>Enterprise Physical Address:</b>                    |   |            |          |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |   |            |          |
| <b>Nature of Construction Business:</b>                | BEPs<br>(Built Environment Professional)  | Contractor | Supplier |
| <b>Definition of "Black People"</b>                    | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p style="margin-left: 40px;">i. Before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p> |            |          |

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Owned
  - The Enterprise is \_\_\_\_\_% Black woman Owned
  - The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
    - o Black Youth % \_\_\_\_\_%

- o Black Disabled % \_\_\_\_\_%
- o Black Unemployed % \_\_\_\_\_%
- o Black People living in Rural areas % \_\_\_\_\_%
- o Black Military Veterans % \_\_\_\_\_%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

|                          |             |  |
|--------------------------|-------------|--|
| Contractor / Consultancy | R10 million |  |
| Supplier                 | R10 million |  |

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

|   |   |  |
|---|---|--|
| 100% Black Owned  | <b>Level One</b> (135% B-BBEE procurement recognition level)  |  |
| At least 51% Black Owned but less than 100% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition level)  |  |
| Less than 51% black owned                               | <b>Level Four</b> (100% B-BBEE procurement recognition level) |  |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

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

**B-BBEE EXEMPTED AFFIDAVIT FOR QUALIFYING SMALL ENTERPRISES (QSE)**

*Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPRegs 2017) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017*

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

|  |   |                               |
|--|---|-------------------------------|
| <b>Enterprise Name:</b>                                |   |                               |
| <b>Trading Name (If Applicable):</b>                   |   |                               |
| <b>Registration Number:</b>                            |   |                               |
| <b>Enterprise Physical Address:</b>                    |   |                               |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |   |                               |
| <b>Nature of Construction Business:</b>                | Supplier / Service provider   | Consultancy services Supplier |
| <b>Definition of "Black People"</b>                    | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p style="margin-left: 40px;">i. Before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p> |                               |

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Owned
- The Enterprise is \_\_\_\_\_% Black Female Owned
- The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - o Black Youth % \_\_\_\_\_%

- o Black Disabled % \_\_\_\_\_%
- o Black Unemployed % \_\_\_\_\_%
- o Black People living in Rural areas % \_\_\_\_\_%
- o Black Military Veterans % \_\_\_\_\_%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

|                                   |             |  |
|-----------------------------------|-------------|--|
| Contractor / Consultancy services | R50 million |  |
| Supplier                          | R50 million |  |

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

|   |  |  |
|---|--|--|
| 100% Black Owned  | <b>Level One</b> (135% B-BBEE procurement recognition level) |  |
| At least 51% Black Owned but less than 100% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition level) |  |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp  
 Date: \_\_\_\_\_

**10 CSD REPORT ANNEXURE - PROOF OF REGISTRATION ON THE NATIONAL  
TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)**

(ATTACH HERE)

**11 VALID CERTIFICATES OF A TENDERER**

(ATTACH HERE)



## 12 RESOLUTION FOR SIGNATORY

### A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

#### WITNESSES:

|                     |  |           |  |
|---------------------|--|-----------|--|
| DIRECTOR<br>(NAMES) |  | SIGNATURE |  |
| DIRECTOR<br>(NAMES) |  | SIGNATURE |  |
| DIRECTOR<br>(NAMES) |  | SIGNATURE |  |
| DIRECTOR<br>(NAMES) |  | SIGNATURE |  |
| DIRECTOR<br>(NAMES) |  | SIGNATURE |  |
| DIRECTOR<br>(NAMES) |  | SIGNATURE |  |
| DIRECTOR<br>(NAMES) |  | SIGNATURE |  |
|                     |  |           |  |

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

### 13 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

|  |                   |  |
|--|-------------------|--|
| This Returnable Schedule is to be completed by joint ventures.   |                   |  |
| We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .<br>. . . . ., authorised signatory of the company . . . . .<br>. . . . ., acting in the capacity of lead partner, to sign all documents<br>in connection with the tender offer and any contract resulting from it on our behalf. |                   |  |
| <b>PROJECT TITLE</b>   |                   |  |
| <b>SCMU NUMBER</b>   | MISA/FC...../2021 |  |
| <b>NAME OF FIRM</b>  | <b>ADDRESS</b>    | <b>DULY AUTHORISED SIGNATORY</b>                         |
| Lead partner:<br>.....<br>.  |                   | Signature. . . . .<br><br>Name .....<br>Designation..... |
| .....<br>.   |                   | Signature. . . . .<br><br>Name .....<br>Designation..... |
| .....<br>.   |                   | Signature. . . . .<br><br>Name .....<br>Designation..... |
| .....<br>.   |                   | Signature. . . . .<br><br>Name .....<br>Designation..... |
|  |                   |  |

# 14 ANNEXURE B – TREASURY GENERAL CONDITIONS OF CONTRACT