



**cooperative
governance**

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

TENDER NO: MISA/PP/ESD/006/2022/23

Project: Appointment of a Service Provider to conduct project preparation for Eastern Seaboard Development as and when required for a period of three years

PROCUREMENT DOCUMENT

**(Based on NEC3 Engineering and Construction Contract –Option A:
Priced Contract with Activity Schedule)**

July 2022

Issued by:

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

Name Tenderer:.....

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Tender Procedure: Open Tender

Based on

MISA Supply Chain Management Policy of 29 March 2021

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

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

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

Preferential Procurement Regulations 2017 (*Ref: government gazette no. 40553; dated: 20 January 2017 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000*)



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: **MISA/PP/ESD/006/2022/23**

PROJECT: Appointment of a Service Provider to conduct project preparation for Eastern Seaboard Development as and when required for a period of three years

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites proposals from suitably qualified Professional Service Provider to conduct project preparation for Eastern Seaboard Development for the following districts (OR Tambo, Alfred Nzo, Ugu & Harry Gwala) on **as and when required for a period of three years**

The project details are hereunder,

TENDER NO.	PROJECT NAME	NON - COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
		A Non-Compulsory Briefing session will be held Date: 23 August 2022 At 10:00 am	01 September 2022 At 11:00 AM All Bid Proposals to be submitted @ MISA Head office Riverside office Park , 1303 Heuwel avenue, 1 st floor Letaba House, Centurion 0046

Non - Compulsory Virtual briefing session will take place at the place and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Tenderers to provide details of the Contract.

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

The requirement of submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

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

Tenders will be evaluated based on preferential procurement framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2017.

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

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: **MISA/PP/ESD/006/2022/23**

PROJECT: Appointment of a Service Provider to conduct project preparation for Eastern Seaboard Development as and when required for a period of three years

TENDER DATA

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

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **the Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU.**

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

Clause number	Tender Data
3.1	The employer is the Municipal Infrastructure Support Agent (MISA) , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative is: Name: Mr. Ntandazo Vimba Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Email: lumka.tyikwe@misa.gov.za
3.5	The language of communications is English

Clause number	Tender Data
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. 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. 3. 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. 4. 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. 5. The tender documents issued by MISA are not tampered and remain intact 6. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink
4.7	<p>The arrangements for a None- compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.</p> <p>Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.</p>
4.12	No alternative tender offer will be considered.
4.13 4.15	<p>The employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception area of MISA Offices Municipal Infrastructure Support Agent’s Office</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person;

Clause number	Tender Data
	<p>4. Physical address and contacting details of the tenderer;</p> <p>5. Date of submission</p>
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer & Preference as explained in the CIDB'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>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.</p> <p>Phase 3: Price and preference (80/20 system)</p> <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.

Clause number	Tender Data
	<p>3. 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.</p> <p>4. 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.</p> <p>5. 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.</p> <p>6. 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.</p> <p><u>2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></p> <p>1. 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.</p> <p>2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</p> <p>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</p> <p>4. 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.</p> <p>5. 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</p>

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	<p>responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.</p> <p>6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.</p> <p><u>3. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</u></p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2017</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">POINTS ON PRICE</td> <td style="text-align: center;">80</td> </tr> <tr> <td style="text-align: center;">B-BBEE</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(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):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> 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. <p>The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contribution</th> <th style="text-align: center;">Number of Points</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">20</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">18</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">14</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">12</td></tr> <tr><td style="text-align: center;">5</td><td style="text-align: center;">8</td></tr> <tr><td style="text-align: center;">6</td><td style="text-align: center;">6</td></tr> <tr><td style="text-align: center;">7</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">2</td></tr> </tbody> </table>	Criteria	Points	POINTS ON PRICE	80	B-BBEE	20	TOTAL	100	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
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5.11.9	<p data-bbox="379 618 1445 680">A Tender scoring below 70 points in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p> <table border="1" data-bbox="379 701 1445 1077"> <thead> <tr> <th data-bbox="379 701 940 792">Quality criteria</th> <th data-bbox="940 701 1150 792">Evaluation schedule</th> <th data-bbox="1150 701 1445 792">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 792 940 853">Company Experience</td> <td data-bbox="940 792 1150 853">Schedule 1</td> <td data-bbox="1150 792 1445 853">20</td> </tr> <tr> <td data-bbox="379 853 940 949">Experience and Qualification of Key Personnel</td> <td data-bbox="940 853 1150 949">Schedule 2</td> <td data-bbox="1150 853 1445 949">60</td> </tr> <tr> <td data-bbox="379 949 940 1010">Approach Paper/ Methodology Schedule</td> <td data-bbox="940 949 1150 1010">Schedule 3</td> <td data-bbox="1150 949 1445 1010">20</td> </tr> <tr> <td colspan="2" data-bbox="379 1010 1150 1077">Maximum possible score for functionality(M_s)</td> <td data-bbox="1150 1010 1445 1077">100</td> </tr> </tbody> </table>		Quality criteria	Evaluation schedule	Maximum number of points	Company Experience	Schedule 1	20	Experience and Qualification of Key Personnel	Schedule 2	60	Approach Paper/ Methodology Schedule	Schedule 3	20	Maximum possible score for functionality(M_s)		100
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5.11.9	<p data-bbox="373 1106 1031 1137">Functionality criteria broken down into sub criteria:</p> <ol data-bbox="421 1160 1094 1272" style="list-style-type: none"> 1. Company Experience 2. Experience and Qualifications of Key Personnel 3. Approach Paper/ Methodology Schedule <p data-bbox="379 1339 1445 1402">Please breakdown as reflected in the Evaluation Schedules under T2.2 - RETURNABLE SCHEDULES.</p> <p data-bbox="373 1435 1165 1467"><u>Evaluation Schedule 1: Company Experience (20 points)</u></p> <p data-bbox="373 1525 1445 1713">Letter of completion or reference letter for completed projects must demonstrate knowledge and practical experience in the following: Project Preparation, amongst others may include project pre-feasibility feasibility, project structuring, project financing and modelling and project transactional support. This experience must only relate to instance where the tenderer acted as the main/principal consultant. In a joint venture the experience of JV members will be combined.</p> <ol data-bbox="421 1771 1445 2000" style="list-style-type: none"> a) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least five years with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts = 20 points b) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least four years with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts = 15 points 																

Clause number	Tender Data
	<p>c) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least three years with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts= 10 points</p> <p>d) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least two years with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts = 8 points</p> <p>e) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least one year with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts = 4 points</p> <p>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.</p> <p><u>Evaluation Schedule 2: Experience and Qualification of Key Personnel (60 points)</u></p> <p>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.</p> <p>Duly signed CVs including nominated key personnel should be submitted along with the submission referring to this schedule, preferably 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.</p> <p><u>The CV including qualifications and proof of registration will be used for the evaluation of each personnel I for this section.</u></p> <p>1. RESOURCE A:Project Leader (10 points)</p> <p>a) Qualifications (5 points)</p> <p>Certified copies of Project Management qualification from a recognised tertiary institution.</p> <ul style="list-style-type: none"> a) PhD or Doctorate = 5 points b) Masters = 4 points c) Honours = 3 points d) Degree = 2 points e) Diploma = 1 point <p>b) Experience in Project Management (5 points)</p> <p>Proven technical expertise in the Project Management and demonstrate knowledge/track record of Project Management including;</p> <ul style="list-style-type: none"> • Strong project management skills with a proven track record of undertaking large-scale of projects.

Clause number	Tender Data
	<ul style="list-style-type: none"> • Demonstrate comprehensive knowledge in project planning, project execution, project monitoring and controlling. • Demonstrate comprehensive knowledge and understanding of government legislation, technical expertise and practical experience in planning and budget issues related to infrastructure development. <p>a) 9 years and above = 5 points b) 6 years to below 9 years = 4 points c) 4 years to below 6 years = 3 points d) 2 years to below 4 years = 2 points e) 0 years to below 2 years = 1 points</p> <p>2. RESOURCE B: Civil Engineering experts (10 points)</p> <p>a) Qualifications (5 points) Certified copies of qualification in engineering services (Civil Engineering)</p> <p>a) PhD or Doctorate = 5 points b) Masters = 4 points c) Honours = 3 points d) Degree = 2 points e) Diploma = 1 point</p> <p>b) Experience of Civil Engineer (5 points) Proven technical expertise in the infrastructure designing and modelling.</p> <p>a) 9 years and above = 5 points b) 6 years to below 9 years = 4 points c) 4 years to below 6 years = 3 points d) 2 years to below 4 years = 2 points e) 0 years to below 2 years = 1 points</p> <p>3. RESOURCE C: Quantity Surveyor: Costing of Engineering (10 points)</p> <p>a) Qualifications (5 points) Certified copies of qualification in Quantity Surveying</p> <p>a) PhD or Doctorate = 5 points b) Masters = 4 points c) Honours = 3 points d) Degree = 2 points e) Diploma = 1 point</p> <p>b) Experience of Quantity Surveying Expert (5 points) Proven technical expertise in the costing of engineering services and demonstrate knowledge of engineering services costing models.</p> <p>a) 9 years and above = 5 points</p>

Clause number	Tender Data
	<p>b) 6 years to below 9 years = 4 points c) 4 years to below 6 years = 3 points d) 2 years to below 4 years = 2 points e) 0 years to below 2 years = 1 points</p> <p>4. RESOURCE D: Economist/ Financial Specialist (10 points) a) Qualifications (5 points) Certified copies of qualification in Economics/Finance (development finance or public finance) related fields.</p> <p>a) PhD or Doctorate = 5 points b) Masters = 4 points c) Honours = 3 points d) Degree = 2 points e) Diploma = 1 point</p> <p>b) Experience of expert (5 points) Proven expertise in determining the economic viability and sustainability of the projects. Demonstrate knowledge of assessing economic (development and financial) viability, financial structuring, financial modelling,</p> <p>a) 9 years and above = 5 points b) 6 years to below 9 years = 4 points c) 4 years to below 6 years = 3 points d) 2 years to below 4 years = 2 points e) 0 years to below 2 years = 1 points</p> <p>5. RESOURCE E: Contract Management specialist (10 points) a) Qualifications: (5 points) Certified copies of qualification in project/programme management (Development Finance or Public Finance)</p> <p>a) PhD or Doctorate = 5 points b) Masters = 4 points c) Honours = 3 points d) Degree = 2 points e) Diploma = 1 point</p> <p>b) Experience of expert (5 points) Proven expertise to study the legalities of contracts and help to negotiate terms and conditions with clients and third parties, before drawing up legal documents to outline terms of service and project deliverables determining the affordability of projects, financial structuring, and financial modelling. Have experience in contract management</p> <p>a) 9 years and above = 5 points</p>

Clause number	Tender Data
	<p>b) 6 years to below 9 years = 4 points c) 4 years to below 6 years = 3 points d) 2 years to below 4 years = 2 points e) 0 years to below 2 years = 1 points</p> <p>6. RESOURCE F: LEGAL EXPERT (10 points)</p> <p>a) Qualifications (5 points) Certified copies of qualification in law.</p> <p>a) PhD or Doctorate = 5 points b) Masters = 4 points c) Honours = 3 points d) Degree = 2 points e) Diploma = 1 point</p> <p>b) Experience of Legal expert (5 points) Proven experience in legal environment and interpretation of legislation (development planning, environmental and financial)</p> <p>a) 9 years and above = 5 points b) 6 years to below 9 years = 4 points c) 4 years to below 6 years = 3 points d) 2 years to below 4 years = 2 points e) 0 years to below 2 years = 1 points</p> <p>Evaluation Schedule 3 - Approach Paper (20 points)</p> <p>The approach paper must respond to the scope of work (reference: C3 Scope of work).</p> <p>Methodology must be comprehensive and must indicate sufficient knowledge of the subject matter, cover innovative and efficient approaches towards identification of the renewable energy resources in the area. The approach proposal should articulate what value-add the respondent will provide in achieving the stated objectives for the project. Must demonstrate sufficient understanding of the scope of work and desired outcomes: not more than 10 pages.</p> <p>The approach paper must contain at least the following:</p> <p>Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);</p> <p>Executive Summary: A brief summary of the whole contents of the approach paper;</p> <p>Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the</p>

Clause number	Tender Data																		
	<p>activities/ deliverables as have been foreseen in 'Part C3.1 Scope of work', detailing at least the following:</p> <ol style="list-style-type: none"> 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. <p>The scoring of the approach paper will be as detailed hereunder:</p> <table border="1" data-bbox="373 1070 1417 1939"> <thead> <tr> <th data-bbox="373 1070 788 1207">Evaluating Point</th> <th data-bbox="788 1070 1248 1207">Assessment Criteria</th> <th data-bbox="1248 1070 1417 1207">Maximum allocated point(s)</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 1207 788 1346">Methodology to be adopted</td> <td data-bbox="788 1207 1248 1346">Program knowledge (3), informative appropriateness of proposed approach (3) and presentation and organogram (3)</td> <td data-bbox="1248 1207 1417 1346">9 points</td> </tr> <tr> <td data-bbox="373 1346 788 1520">Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)</td> <td data-bbox="788 1346 1248 1520">Appropriateness of identified tasks (1), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time</td> <td data-bbox="1248 1346 1417 1520">4 points</td> </tr> <tr> <td data-bbox="373 1520 788 1659">Project implementation Risks, Stakeholder identification and management</td> <td data-bbox="788 1520 1248 1659">Adequacy of understanding of program risks (1) and appropriateness of stakeholder's identifications (2)</td> <td data-bbox="1248 1520 1417 1659">3 points</td> </tr> <tr> <td data-bbox="373 1659 788 1872">Skills Transfer</td> <td data-bbox="788 1659 1248 1872">Skills Transfer to MISA Young Graduate/Municipal Officials (Training of MISA Young Graduate/Municipal Officials to understand development of energy strategies)</td> <td data-bbox="1248 1659 1417 1872">4 points</td> </tr> <tr> <td data-bbox="373 1872 788 1939"></td> <td data-bbox="788 1872 1248 1939">TOTAL</td> <td data-bbox="1248 1872 1417 1939">20 POINTS</td> </tr> </tbody> </table>	Evaluating Point	Assessment Criteria	Maximum allocated point(s)	Methodology to be adopted	Program knowledge (3), informative appropriateness of proposed approach (3) and presentation and organogram (3)	9 points	Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks (1), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time	4 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 MISA Young Graduate/Municipal Officials (Training of MISA Young Graduate/Municipal Officials to understand development of energy strategies)	4 points		TOTAL	20 POINTS
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	TOTAL	20 POINTS																	
5.13	Tender offers will only be accepted if:																		

Clause number	Tender Data
	<ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. the tenderer has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non responsive. 4. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 5. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; 6. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 7. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.
5.17	<p>The additional conditions of tender are:</p> <p>Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</p>
5.17	<p>Cancellation and re-invitation of tenders</p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer received (after attempts of negotiation processes)

Clause number	Tender Data
	Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
	<p style="text-align: center;">TENDER AWARD</p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p style="text-align: center;">ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of Tender are:</p> <p>A. APPOINTMENT ARRANGEMENT</p> <p>First Round of Appointment - One Successful Tender will be appointed first time in terms of a competitive selection process for a period of 36 months. The tender amount will be of the preparation of one project for the Work described in scope of work: Part C3 and the Bills of Quantities prepared by the Employer, both of which are appended to this tender. Upon completion of this round the employer will enter into an agreement with successful tenderer.</p> <p>Second Round of Appointment – On as and when required basis within the 36 months period, the employer will issue an As and When Work Order to successful Tenderer in a specific region within the project area as indicated in Part C3: The scope of work. The As and When Work Order will provide more details on the actual work to be undertaken by the successful Tenderer. To some respect the As and When Work Order will include;</p> <p>Part T2 - Returnable Documents Part C1: Agreements And Contract Data Part C2: Pricing Data Part C3: Scope Of Work</p>

Clause number	Tender Data
	<p>Amongst others the employer will use the As and When Work Order to check the status quo of the Tenderer's capability since the first round of appointment.</p> <p>B. Adjustment of Professional Fees</p> <p>Professional fees excluding additional costs will be adjusted accordingly when the employer issue the As and When Work Orders as outlined in Part C3: Scope of Work</p> <p>C. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>D. Costs incurred by Bidder</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>E. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>F. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</p> <p>Should a Tenderer</p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p>then the Tenderer shall be liable for and pay to the Employer –</p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</p> <p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract</p>

Clause number	Tender Data
	<p>between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>G. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>H. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>I. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p>

Clause number	Tender Data
	<p>i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.</p> <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: **MISA/PP/ESD/006/2022/23**

PROJECT: Appointment of a Service Provider to conduct project preparation for Eastern Seaboard Development as and when required for a period of three years

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

The required documentation as listed in **Clause 4.1 of T1.2 Tender Data**, must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents (A) shall result in the tenderer's tender not being evaluated.

B. Returnable schedules required for tender evaluation purposes

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

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

10. Schedule 2: Experience of key person

11. Schedule 3: Plant and Equipment

C. 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

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

1. The offer portion of C1.1 Form of offer and acceptance

2. Part 2 of C1.2 Contract data relevant to tenderer

3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION:					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
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] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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 [IF YES, COMPLETE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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.					

PART B – TERMS AND CONDITIONS

TERMS AND CONDITIONS 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.
- 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."

2. 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 interest¹ 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**

¹ 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 consortium² 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

² 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.

3. 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = 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		
OR		
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> <p>1.</p> <p>2.</p>
--

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



**4. 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,

Full name & Surname	
Identity number	

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:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEPs (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	<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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% black owned	Level Four (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 PPR 2017) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017

I, the undersigned,

Full name & Surname	
Identity number	

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:

Enterprise Name:		
Trading Name (If Applicable):		
Registration Number:		
Enterprise Physical Address:		
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):		
Nature of Construction Business:	Supplier / Service provider	Consultancy services Supplier
Definition of "Black People"	<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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (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: _____

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

(ATTACH HERE)

6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

7. 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 (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

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

8. 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, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE		
SCMU NUMBER	MISA/...../23	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

9. EVALUATION SCHEDULE 1: COMPANY EXPERIENCE (20 points)

Explanation of how points will be awarded for Relevant Company Skills

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:

Letter of completion or reference letter for completed projects must demonstrate knowledge and practical experience in the following: infrastructure project preparation, project pre-feasibility and feasibility, project structuring, project financing and modelling and project transactional support. This experience must only relate to instance where the tenderer acted as the main/principal consultant. **20 points**

- a) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least **five years** with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts = **20 points**
- b) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least **four years** with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts = **15 points**
- c) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least **three years** with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts= **10 points**
- d) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least **two years** with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts = **8 points**
- e) Demonstrated by practical track-record (through reference letters/ completion certificates) of at least **one year** with portfolio of evidence illustrating the list of projects undertaken with specifications, clients, and contacts = **4 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.

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

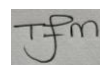
Signed

Date

Name

Position

Enterprise name



10. 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.

Duly signed CVs including nominated key personnel should be submitted along with the submission referring to this schedule, preferably 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 will be used for the evaluation of each personnel I for this section.

7. RESOURCE A: Project Leader (10 points)

a) Qualifications (5 points)

Certified copies of Project Management qualification from a recognised tertiary institution.

- a) PhD or Doctorate = 5 points
- b) Masters = 4 points
- c) Honours = 3 points
- d) Degree = 2 points
- e) Diploma = 1 point

b) Experience in Project Management (5 points)

Proven technical expertise in the Project Management and demonstrate knowledge/track record of Project Management including;

- Strong project management skills with a proven track record of undertaking large-scale of projects.
- Demonstrate comprehensive knowledge in project planning, project execution, project monitoring and controlling.
- Demonstrate comprehensive knowledge and understanding of government legislation, technical expertise and practical experience in planning and budget issues related to infrastructure development.

- a) 9 years and above = 5 points

- b) 6 years to below 9 years = 4 points
- c) 4 years to below 6 years = 3 points
- d) 2 years to below 4 years = 2 points
- e) 0 years to below 2 years = 1 points

8. RESOURCE B: Civil Engineering experts (10 points)

a) Qualifications (5 points)

Certified copies of qualification in engineering services (Civil Engineering)

- a) PhD or Doctorate = 5 points
- b) Masters = 4 points
- c) Honours = 3 points
- d) Degree = 2 points
- e) Diploma = 1 point

b) Experience of Civil Engineer (5 points)

Proven technical expertise in the infrastructure designing and modelling.

- a) 9 years and above = 5 points
- b) 6 years to below 9 years = 4 points
- c) 4 years to below 6 years = 3 points
- d) 2 years to below 4 years = 2 points
- e) 0 years to below 2 years = 1 points

9. RESOURCE C: Quantity Surveyor: Costing of Engineering (10 points)

a) Qualifications (5 points)

Certified copies of qualification in Quantity Surveying

- a) PhD or Doctorate = 5 points
- b) Masters = 4 points
- c) Honours = 3 points
- d) Degree = 2 points
- e) Diploma = 1 point

b) Experience of Quantity Surveying Expert (5 points)

Proven technical expertise in the costing of engineering services and demonstrate knowledge of engineering services costing models.

- a) 9 years and above = 5 points
- b) 6 years to below 9 years = 4 points
- c) 4 years to below 6 years = 3 points

- d) 2 years to below 4 years = 2 points
- e) 0 years to below 2 years = 1 points

10. RESOURCE D: Economist/ Financial Specialist (10 points)

a) Qualifications (5 points)

Certified copies of qualification in Economics/Finance (development finance or public finance) related fields.

- a) PhD or Doctorate = 5 points
- b) Masters = 4 points
- c) Honours = 3 points
- d) Degree = 2 points
- e) Diploma = 1 point

b) Experience of expert (5 points)

Proven expertise in determining the economic viability and sustainability of the projects. Demonstrate knowledge of assessing economic (development and financial) viability, financial structuring, financial modelling,

- a) 9 years and above = 5 points
- b) 6 years to below 9 years = 4 points
- c) 4 years to below 6 years = 3 points
- d) 2 years to below 4 years = 2 points
- e) 0 years to below 2 years = 1 points

11. RESOURCE E: Contract Management specialist (10 points)

a) Qualifications: (5 points)

Certified copies of qualification in project/programme management (Development Finance or Public Finance)

- a) PhD or Doctorate = 5 points
- b) Masters = 4 points
- c) Honours = 3 points
- d) Degree = 2 points
- e) Diploma = 1 point

b) Experience of expert (5 points)

Proven expertise to study the legalities of contracts and help to negotiate terms and conditions with clients and third parties, before drawing up legal documents to outline terms of service

and project deliverables determining the affordability of projects, financial structuring, and financial modelling. Have experience in contract management

- f) 9 years and above = 5 points
- g) 6 years to below 9 years = 4 points
- h) 4 years to below 6 years = 3 points
- i) 2 years to below 4 years = 2 points
- j) 0 years to below 2 years = 1 points

12. RESOURCE F: LEGAL EXPERT (10 points)

a) Qualifications (5 points)

Certified copies of qualification in law.

- f) PhD or Doctorate = 5 points
- g) Masters = 4 points
- h) Honours = 3 points
- i) Degree = 2 points
- j) Diploma = 1 point

b) Experience of Legal expert (5 points)

Proven experience in legal environment and interpretation of legislation (development planning, environmental and financial)

- f) 9 years and above = 5 points
- g) 6 years to below 9 years = 4 points
- h) 4 years to below 6 years = 3 points
- i) 2 years to below 4 years = 2 points
- j) 0 years to below 2 years = 1 points

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

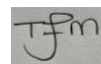
Signed

Date

Name

Position

Enterprise name



11. EVALUATION SCHEDULE 3: METHODOLOGY/ APPROACH (20 points)

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

Methodology must be comprehensive and must indicate sufficient knowledge of the subject matter must cover infrastructure project preparation, project pre-feasibility and feasibility, project structuring, project financing and modelling and project transactional support. The approach proposal should articulate what value-add the respondent will provide in achieving the stated objectives for the project. Must demonstrate sufficient understanding of the scope of work and desired outcomes: **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;

1. **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:
2. 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.
3. 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.
4. Stakeholder identification, management and reporting mechanism to be followed.
5. 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 (3), informative appropriateness of proposed approach (3) and presentation and organogram (3)	9 points
Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks (1), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time	4 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 MISA Young Graduate/Municipal Officials (Training of MISA Young Graduate/Municipal Officials to understand development of energy strategies)	4 points
	TOTAL	20 POINTS

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

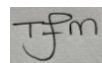
The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name: _____ Capacity: _____



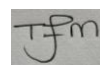
Name of the Firm: _____



C. OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.

12. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		



Attach additional pages if more space is required.

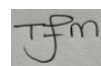
Signed

Date

Name

Position

Tenderer



13. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

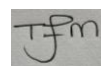
Signed

Date

Name

Position

Tenderer





MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/PP/ESD/006/2022/23

PROJECT: Appointment of a Service Provider to conduct project preparation for Eastern Seaboard Development as and when required for a period of three years

The Contract

PROJECT:

Reference no.:

Based on

NEC 3: Professional Service Contract (Option A: Priced Contract with Activity Schedule)

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract data

FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

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

Total Amount: R _____ (in figure), (Rand _____

_____) (in word)

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

Signature

Date:

.....

Name

.....

Capacity

.....

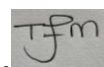
**For the
tenderer:**

.....

Name &
signature
of witness

(Insert name and address of organisation)

Date



ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

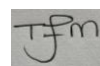
Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of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

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


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

Signature

Date:



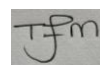
Name(s) Mr Ntandazo Vimba
Capacity Chief Executive Officer
For the Employer Municipal Infrastructure Support Agent



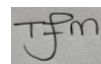
Schedule of Deviations

- 1 Subject
- Details
-
-
-
- 2 Subject
- Details
-
-
-
- 3 Subject
- Details
-
-
-
- 4 Subject
- Details
-
-
-
- 5 Subject
- Details
-
-
-

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



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





MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: **MISA/PP/ESD/006/2022/23**

PROJECT: Appointment of a Service Provider to conduct project preparation for Eastern Seaboard Development as and when required for a period of three years

C1.2 CONTRACT DATA

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

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

Part one - Data provided by the *Employer*

1 General

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

A: Priced contract with activity schedule

Dispute resolution Option

W1: Dispute resolution procedure

And secondary Option

X2: Changes in Law

X10: Employer's Agent

Z: Additional conditions of contract

of the NEC 3

10.1 *The Employer is*
Municipal Infrastructure Support Agent

Physical Address: Lethaba House, Riverside Office Park
1303 Heuwel Avenue, Centurion, Pretoria 0046

Postal Address: Private Bag X105, Centurion 0046

Telephone: 012 848 5300

11.2(7) The *Scope* is as given in section C3: Scope of works of tender documents

12.2 The *law of the contract* is the law of the Republic of South Africa

13.1 The *language of this contract* is English

13.3 The *period of reply* is 2 weeks

2 The Parties' main responsibility

22.1 If the Service provider subcontracts work, it should not be more than 25% of the total value of the contract.

3 Time

30.1 The *starting date* is **14 days** after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.

11.2(2) The *completion date* for the whole of the *services* is **36 calendar months (3 years)** on **as and when basis after the start date**.

31.1 The *Service Provider* submits programme with the tender according to the *Scope*, considering the *starting date* and *completion date*, which will be adjusted, if need be, based on proposed duration in the programme through consultation..

5 Payment

50.1 The *assessment interval* is monthly on or before the **20th** day of each successive month.

50.3 The *expenses* stated by the *Employer* are

Item	Amount
<ul style="list-style-type: none">printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reportscovers 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 reportsmaps, models and presentation materials required by the <i>Employer</i>	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers

<p>Accommodation where the services necessitates that staff identified in Part 2 of the Contract Data 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>	<p>Cost limited to R 1 400 per person per day including bed and breakfast.</p>
<p>Vehicle travel 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 Part 2 of the Contract Data)</i></p>	<p>in accordance with the latest Rates Department of Transport Department of Transport</p>

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

51.2 The *currency of this contract* is the South African Rand.
The *interest rate* is the Prime lending rate of the *Employer's* Bank.

6 Compensation events

7 Rights to material

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

80 Indemnity, insurance and liabilities

8.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	The period following Completion of the whole of the works or earlier termination
<p>Risk of design deficiency and or errors for which events Professional Indemnity would cover.</p>	<p>R in respect of each claim, without limit to the number of claims. (To be finalised during the issue of As and When Works Order)</p>	<p>Until the end of the <i>defects date</i>.</p>
<p>Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p> <p>All risk contract works</p>	<p>That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable also</p> <p>Amount of cover to match contract value</p>	<p>Until the end of the <i>completion date</i>.</p>

81.1 The *Employer* provides no insurance cover.

81.2 The *Consultant* provides the certificate(s) from accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract are in force prior to the signing of the contract arising from the award.

9 Termination and dispute resolution

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

10 Data for main Option clause

A Priced contract with activity schedule

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

11 Data for Option W1

W1.1 The *Adjudicator* is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),

W1.2(3) The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).

W1.4((2) The *tribunal* refers to a South African Court of Law

12 Data for secondary Option clause(s)

Option X1 Price adjustment for Inflation

X1.1 Contract Price Adjustments/Increases (CPA/CPI)

X1.1(a) The *base date* for indices is:

- for the annual rate for key person: the starting date for the contract
- for the adjustment to the total of Prices associated with as and when basis: the starting date for the issue of the work order.

X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

proportion	linked to index for	Index prepared by
As and when work Order	People	Consumer Price Index: index numbers and year on year rates " for index as published in the Statistical Release, P0141 Table B of Statistics South Africa
0.15	non-adjustable	
1.00		



The Price Adjustment Factor is not applied to:

- the special materials identified by the *Consultant* the as and when Order which are increased or decreased by the net amount of any documented variation incurred after the base date on the basis set out in such data; and
 - specialist subconsultants where contracts are invited by the *Employer's* professional team on a fixed price basis
-

X2 Change in the law

X2.1 The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

X10 Employer's Agent

X10.1 The *Employer's Agent* is
Chief Executive Officer (Or Designated MISA Official)
Mr Ntandazo Vimba
Physical Address: Letaba House, Riverside Office Park
1303 Heuwel Avenue, Centurion, Pretoria 0046
Postal Address: Private Bag X105, Centurion 0046
Telephone: 012 848 5300

Z Additional conditions of contract

The *additional conditions of contract* are

Z1 Tax invoices

The Service Provider's invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Service Provider* to the *Employer* include

the details stated in the *Scope/ Price Schedule* to show how the amount due has been assessed, and

the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace by:

The *Employer* makes each payment within **thirty** days from the date of receipt (exclusive) of the *Service Provider's* invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.

Z2 Selection and appointment of the Adjudicator

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the

Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

Z3

Acts or omissions by mandatories

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

Part two - Data provided by the *Consultant*

10.1 *The Consultant is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 *The Consultant's key persons are:*

1 Name: _____

Position in the Project Team: _____

Responsibilities:

Qualifications:

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

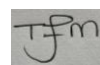
(Please use the table 1 below referring to this clause for detailing information for all key *Consultant's* key persons as indicated referred to **T2.2 Returnable schedules: Evaluation Schedule 2**

Table 1: List of Key Personnel (See the example below)

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1	Project Leader					
2	Civil Engineer					
3	Quantity Surveyor					
4	Financial Economist or Financial Specialist					
4	Contract Management Specialist (Development Finance/ Public Finance)					
5	Legal Expert					

Additional Personnel if Applicable						
No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1						
2						
3						

Additional Personnel if Applicable						
No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
4						
5						
6						



PRICING DATA

C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
2. The Tenderer has to quote prices against each of the items of price lists (C2.2: Pricing list) covering all services as deemed required for the successful completion of each of the items.
3. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all 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. 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 (clause 31,1 of NEC 3, PSC) taking into account the *starting date* and *completion date* (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).
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. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:
 - **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 - **Quantity:** The number of units of work for each item
 - **Rate:** The payment per unit of work at which the Bidder bids to do the work
 - **Amount:** The quantity of an item multiplied by the bidded rate of the (same) item
 - **Sum:** An amount bidded for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
 - **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.
17. The units of measurement indicated in the Schedule of costs are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: **MISA/PP/ESD/006/2022/23**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO CONDUCT
PROJECT PREPARATION FOR THE EASTERN SEABOARD
DEVELOPMENT AS AND WHEN REQUIRED FOR A PERIOD OF THREE
(3) YEARS**

C2.2.1 THE PRICING SCHEDULE

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

The Client makes entries in the first 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.

C2.2.1 THE PRICING SCHEDULE (ACTIVITY)

The following will influence the pricing on this schedule;

- Estimate cost of the execution of 1 x project (Planning and Implementation) = R 10 000 000 (Vat Incl)
- Estimate time for project preparation for one project = 7 (Seven) months

Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
1	Stage 1 – Initiation And Inception (10%)	Sum	1		
2	Stage 2 – Preliminary Assessment (20%)	Sum	1		
3	Stage 3 - Project Feasibility (30%)	Sum	1		
4	Stage 4 – Project Structuring (20%)	Sum	1		
5	Stage 5 - Transaction Support (10%)	Sum	1		
6	Stage 6 – Final and Closeout Reports (10%)	Sum	1		
Sub-Total (Cost of Deliverables)					
PLUS VAT 15%					
Sub-Total 2					
EXPENSES	• Travel, accommodation and other related costs payable based on actual Cost	Sum	1		
Grand Total (inclusive of VAT 15%)					

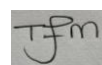
TOATAL QUOTED PRICE (in word) <hr/> <hr/> _____ to be carried to the Form of Offer.

- % of Estimate cost (Excluding Expenses) Vat Inc for project preparation to total project cost :.....%

Signed: Date:

Name: Position:

Enterprise name:



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

TENDERERS MUST COMPLETE TABLE B & C FOR PROJECT MANAGEMENT PURPOSES

< TEMPLATE TO BE USED >

A. Assumptions

Number of working hours per day = 8 hours;

Number of working days per year = 230 days; and

Full Time Equivalent (FTE) over 12 months = 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 years	FTE over 3 years (in number of person)	Total cost per person (Rand)
Project Leader					
Civil Engineer					
Quantity Surveyor					
Economist/Financial Specialist					
Contract Management Specialist (Development Finance/ Public Finance)					
Legal Expert					

TJM

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 years	FTE over 3 years (in number of person)	Total cost per person (Rand)
				Total	
				VAT @ 15%	
				Grand Total	

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

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 3 years	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 1: INCEPTION REPORT						
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 as follows: <ul style="list-style-type: none"> • Project Identification through engagement with 4 district municipalities • Project Preparation Process 						
DELIVERABLE 1 TOTAL						
DELIVERABLE 2: DETAILED PRELIMINARY ASSESSMENT REPORT						
The preliminary assessment report will determine and assess the project environment, define the project, appropriate where project demand exceeds available resources, assess identified projects against defined selection criteria, identify key risks and opportunities prior to commencing with full scale preparation,						

TJM

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 3 years	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)	
project scope and budget for detailed preparation phase.							
DELIVERABLE 2 TOTAL							
DELIVERABLE 3: DETAILED PROJECT FEASIBILITY ASSESSMENT REPORT							
ACTIVITY __: The project feasibility report will determine the feasibility of identified projects, outline the concept, and provide an indication of the cost. The appointed service provider will immediately proceed to assist with the development of Economic, Social and Environmental							

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 3 years	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)
Assessments and Appraisals to detail the impact of the business case for physical development of the Project(s).						
DELIVERABLE 3 TOTAL						
DELIVERABLE 4: DETAILED PROJECT STRUCTURING REPORT						
ACTIVITY __: Following the choice for a Project ready for Project Preparation and in conjunction with the development of the Project(s) feasibility case for physical development, the appointed service provider will immediately proceed to assist with the development of the detailed financial business case and capitalization plan for the Project(s).						
DELIVERABLE 4 TOTAL						
DELIVERABLE 5: DETAILED TRANSACTION SUPPORT PLAN AND REPORT						
ACTIVITY __:						



Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 3 years	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)
<p>Following the development of a strong physical and financial business case, the appointed service provider will immediately proceed to assist with the collateralisation of the final go to market procurement plan.</p> <p>Considerations for the final go to market procurement plan include:</p> <ul style="list-style-type: none"> • Finalising project finance structure • Finalising legal structure • Finalising technical designs • Collateral development • Execution plan for procuring goods and/or services post financial close 						
DELIVERABLE 5 TOTAL						
DELIVERABLE 6: FINAL AND CLOSEOUT REPORT						
<p>ACTIVITY ___:</p> <p>The Service Provider must produce and submit a series of reports for each project(s). These deliverables must cover the contents highlighted in Stage 1 to 5</p>						

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 3 years	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 6 TOTAL						
DELIVERABLES TOTAL {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 4)}						
REIMBURSABLE TOTAL						
TOTAL Cost						
VAT @ 15%						
GRAND TOTAL INCLUSIVE OF VAT						

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.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: **MISA/PP/ESD/006/2022/23**

PROJECT: Appointment of a Service Provider to conduct project preparation for Eastern Seaboard Development as and when required for a period of three years

PART C3: SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

1. DESCRIPTION OF WORKS

1.1. Background

1.1.1. Eastern Seaboard Development

Twenty-five years into democracy the Presidency notes that the legacy of apartheid spatial planning is still prevalent, and no reversal measures have been enforced. In response to reversing the impact of the apartheid spatial planning, the Department of Cooperative Governance conceptualized the development of a New African Coastal Smart City along the underdeveloped coastline covering the 600km coastal stretch from Buffalo City to Port Shepstone wherein the initial phases will encompass the 120km coastal stretch between Port St Johns and Margate and its surroundings.

In the State of the Nation Address (SoNA), the President introduced his vision to develop new post-apartheid cities to reverse and address the legacy of apartheid spatial planning that perpetuated and also normalised fabricated spatial injustice and inequality. In the 2021 SoNA, the President stated that “New post-apartheid cities are being conceptualized in a number of places in South Africa and form part of Government’s dream of building new cities that will enable the country to make a break with apartheid’s spatial development”.

In light of the President's vision to develop new post-Apartheid smart cities, the National Department of Cooperative Governance and Traditional Affairs (CoGTA) through the Municipal Infrastructure Support Agent (MISA) has embarked on a process to develop the Eastern Seaboard, which will ultimately culminate in one or more African coastal smart cities in the region.

In June 2022, a Government Gazette was issued by the Minister of Agriculture, Land Reform and Rural Development (DALRRD), Honorable Thoko Didiza, through a Notice in terms of Section 18 (3) of the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA), declaring the Eastern Seaboard as a Region to develop a Regional Spatial Development Framework that will give effect to national land-use policy priorities. The development of the Eastern Seaboard Region would be centered 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.

1.2. Project Location National and Provincial Context

The Eastern Seaboard lies between the Eastern Cape and KwaZulu-Natal Province, covering 4 Districts and 17 Local Municipalities and is home to over 3,6 million people residing in significant portions of land either communal, tribal or state owned. The region is endowed with natural resources spanning across multiple administrative boundaries; however, it is largely underdeveloped with poverty, unemployment and inequality rampant across the region.

The Eastern Seaboard is located along the 227 km coastal stretch between Port St Johns and Margate. The Eastern Seaboard consists of regional development anchors, rural service centres and dispersed rural settlements across and along the N2 corridor in municipalities within KwaZulu-Natal to the Eastern Cape province mainly by the road network. There is currently no city and there is limited physical and ICT infrastructure as well as economic development. The area is endowed with natural resources spanning across multiple administrative boundaries and lies between two (2) provinces, the Eastern Cape and KwaZulu-Natal.

1.3. Beneficiaries

According to the 2016 Household survey currently 3 591 620 people living in the collective area covering the Eastern Seaboard Development. OR Tambo has the largest population of 1 457 384 (within the Eastern Seaboard Development area) while Alfred Nzo, which is the poorest district in South Africa, has the second largest population standing 878 635, 71.5% of which are living in poverty. Ugu District Municipality has a population of 753 336 while Harry Gwala District Municipality has the smallest population within the Eastern Seaboard Development standing at 502 265.

The table below provides the estimate population in the Major Towns within the District Municipalities that fall within the Eastern Seaboard Development.

Major Municipal Towns and District Municipality	Number of households	Population (<i>estimated</i>)
Port St Johns (OR Tambo DM)	33 951	166 779
Bizana (Alfred Nzo DM)		319 948
Margate (Ugu DM)		753 336
Kokstad (Harry Gwala DM)	24 397	76 753
Total		

1.4. Employer's objectives

- i. The objective of the engagement is to appoint a service provider team to conduct project preparation in the Eastern Seaboard Development as and when the four catalytic district projects are identified and prioritised for implementation.
- ii. The engagement will have a three-year term. The service providers' objective is to assist MISA and the four Districts to unlock and optimize economic, social, and environmental opportunities through facilitation of better conceptualization, development, design, financing, procurement, and operation of the districts' four catalytic major infrastructure projects identified for implementation.

1.5. Overview of the works

The Overview of the Scope of Work entails appointment of the suitable service provider for successful project preparedness and bankability of four projects in the following districts;

- O.R. Tambo,
- Alfred Nzo,
- Ugu and
- Harry Gwala

Infrastructure and real estate development in the order of magnitude such as is planned for the Eastern Seaboard demands an integrated approach to execution which considers project preparation and bankability of individual projects and the collective portfolio of projects In the

process, owners, partners, investors, developers, operators, the government, municipalities and communities come together in many combinations, making qualitative and quantitative evaluation of all aspects of value creation and assessment of risk a priority.

Project preparation serves as the key enabler of a delivery process that enhances project value and accelerates time to market. The process involves planning, analysing, validation and de-risking of the project from project idea to sustainability to ensure that the project is delivered on time and budget as intended, and advancing the project to bankability, financing, and implementation. Project preparation further provides for the early development of responsive new and effective financing architecture, business models, and channels for local government infrastructure development and infrastructure development in general.

Bankability refers to the preparedness of projects to attract investment necessary for implementation and operation. Factors required to demonstrate bankability include proof of project feasibility, project development, financial viability, demand planning, investment planning, funding of pre-development, operations, acceptance in the community, regulatory approvals, and investment and legal compliance.

The clear mission is to accelerate development of the Eastern Seaboard as a sustainable world class destination and experience for residents, businesses, and visitors. This means developing existing and new resources that accelerate smart and sustainable growth, and rapidly enhance the competitive advantage of the Eastern Seaboard and South Africa.

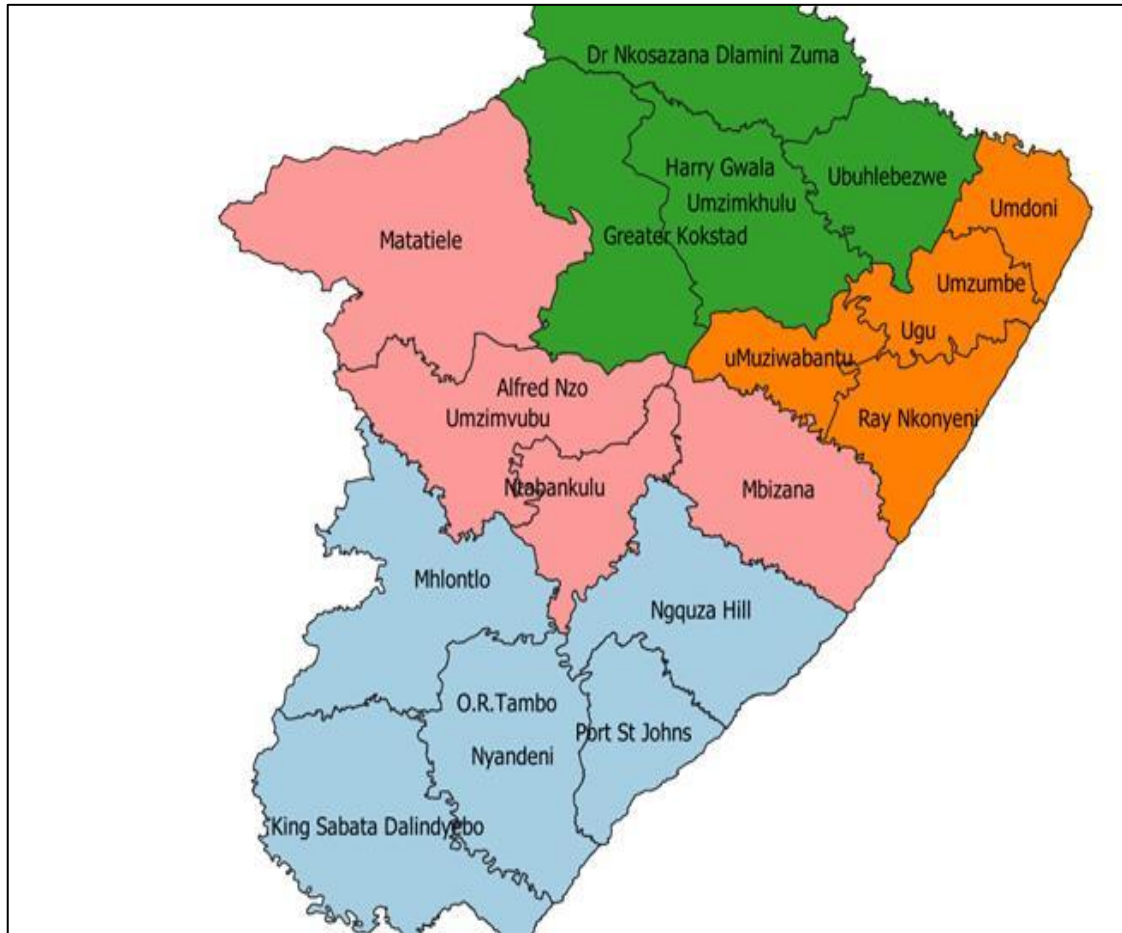
1.6. Extent of the works

The extend of the scope includes the following;

- a) Define individual Projects and develop the Project's feasibility and bankable business case
- b) Structure transactions possible and align risks. Collateralize packaging for project specific investor types profiled, including transaction structures, financial agreements, and funding vehicles for all phases of development and for ongoing operation of the Project
- c) Support the range of transactions that result from all scale of real estate and infrastructure development and operations, including financial, strategic and procurement of financeable operators and developers.

1.7. Location of the works District Context

The Eastern Seaboard Development is a multi-nodal (polycentric) development anchored by various nodes, namely: Port St Johns, Bizana, Margate and Kokstad. These nodes are respectively situated in the Districts of O.R. Tambo, Alfred Nzo, Ugu and Harry Gwala.



The above depicted (Figure 1) 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.

EASTERN CAPE PROVINCE	KWA-ZULU NATAL PROVINCE
O.R TAMBO DISTRICT MUNICIPALITY	HARRY GWALA DISTRICT MUNICIPALITY
1. Ingquza Hill Local Municipality	1. Dr. Nkosazana Dlamini-Zuma Local Municipality
2. Port St John’s Local Municipality	2. Greater Kokstad Local Municipality
3. Nyandeni Local Municipality	3. Ubuhebezwe Local Municipality
4. Mhlontlo Local Municipality	4. Umzimkhulu Local Municipality
5. King Sabatha Dalindyebo Local Municipality	

ALFRED NZO DISTRICT MUNICIPALITY	UGU DISTRICT MUNICIPALITY
1. Matatiele Local Municipality	1. Ray Nkonyeni Local Municipality
2. Umzimvubu Local Municipality	2. Umdoni Local Municipality
3. Mbizana Local Municipality	3. Umzumbe Local Municipality
4. Ntabankulu Local Municipality	4. Umziwabantu Local Municipality

1.8. Socio Economic Benefits

The key Economic Benefits identified in the Eastern Seaboard Development include, but are not limited to:

- Tourism potential with cultural heritage
- Oceans economy and marine industry through
 - The promotion of Fisheries on Eastern Seaboard for job creation and local economic development, including the indigenous development, including the indigenous and rare Mozambican Tilapia
 - Revamping of key ports or harbours
 - Vessel and sea ferry production and training
 - Aquaculture with sardines run as tourist attraction
- Mining, Oil and Gas potential
- Agriculture including full value chain of hemp production and tea
- Innovation, film, and creators
- Air, Rail and Road transport network complemented by maritime highway

2. PROJECT STAGES AND DELIVERABLES

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 as follows:

a) Project Identification

Engagements with the 4 district municipalities (O.R. Tambo, Alfred Nzo, Ugu and Harry Gwala). Working with each District, the appointed service provider will identify at least one project for Project Preparation. The appointed service provider will immediately proceed to:

- Analyse the compendium of existing district and local municipalities plans, provincial plans and any other relevant plans (e.g. Development agencies)
- Identify catalytic project(s) targeted at the Eastern Seaboard development (focusing on social infrastructure, economic infrastructure aligned to the endowments)
- With the agreement of the relevant district municipality, provincial and national sector departments, prioritise at least one mega project that must be considered for project preparation

b) Project Preparation Process

Engagements with the 4 district municipalities (O.R. Tambo, Alfred Nzo, Ugu and Harry Gwala). Working with each District, the appointed service provider will establish the business case for the physical development of the project, the fiscal performance of the project and the bankability case for investment in the project.

Deliverable: Detailed Inception Report

STAGE 2: PRELIMINARY ASSESSMENT

The preliminary assessment report will determine and assess the project environment, define the project, appropriate where project demand exceeds available resources, assess identified projects against defined selection criteria, identify key risks and opportunities prior to commencing with full scale preparation, project scope and budget for detailed preparation phase.

a) Analyse of the enabling environment

The service provider will immediately proceed to establish a clear and comprehensive understanding of the regulatory, legislative, compliance, and governmental resources both facilitating and inhibiting development of the Project(s) identified in Phase 1: Initiation and Inception.

Considerations for this section include assessment of:

- Enabling legislation - legislation exists to enable the project to proceed
- Regulatory framework - regulatory environment defined and supportive of project implementation
- Institutions to enable the project- roles and responsibilities clearly defined for policy, implementation and regulation and there is no overlap
- Capacity to implement the project - capacity exists at all stakeholder levels to ensure

effective project implementation

- Consensus building- there is consensus within government and with wider stakeholder community that the project should proceed (especially traditional leaders and community formations)

b) Project Definition

The service provider will immediately proceed to assist the conceptualization of the business case, confirm feasibility, timing, and project plans, and determine measurable KPI's and financial structures for the Project(s) identified, as well as Influencers to champion the Project(s) and add further value.

Considerations for this section includes development of the following studies, assessments, and reports:

i. Pre-feasibility Study

- Existing studies identified and reviewed
- Pre-feasibility study complete that clearly presents rationale and identifies technical and financial challenges
- Identify desired outputs and project parameters
- Agreement and clear definition of how the project will be structured i.e. public, fully private or PPP

ii. Establish Project Ranking and Prioritization

- Comparison with alternative projects, including cost / benefit and risk assessments
- Project is a clear priority above other options for delivery
- Project is consistent with national and regional strategies, and off-taker infrastructure exists

iii. Identification of project champions

- Project partners identified, including identifying their scope for helping support promotion, investment, development, and operations

iv. Action Planning

- Planning implementation tasks for all stages of the Project(s)'s lifecycle

Deliverable: Detailed Preliminary Assessment Report

STAGE 3 - PROJECT FEASIBILITY

The project feasibility report will determine the feasibility of identified projects, outline the concept, and provide an indication of the cost. The appointed service provider will immediately proceed to assist with the development of Economic, Social and Environmental Assessments and Appraisals to detail the impact of the business case for physical development of the Project(s).

Considerations for establishing strong Project Feasibility include:

Organizational/administrative

- Analyse the existence of organisational and administrative capacity at all levels to to sponsor the project
- Analyse and confirm the capacities, quality, and track record of project management partners in all stages of the Project(s)'s lifecycle.

Financial model

- Complete the financial model for all stages of the Project(s)'s lifecycle, including development, investment, operation, sustainability and exits, as well as well as requirements for support and costs to design, build and operate the project
- Develop risk management strategy

Economic Appraisal

- Complete the Economic Appraisal, including assessing alternative development options and the project's impact on the economy at all stages of the Project(s)'s lifecycle, including new business growth and spending directly and indirectly attributed to the development and operation of the Project(s).

Social Impact Assessment

- Define the level of subsidy required and consensus amongst governments and other project financiers that this is acceptable
- Complete the social assessment, including the project's externalities on employment, quality of life and /or displacement/resettlement

Technical/engineering Assessment

- Assess the technical / engineering issues, including optimising project design and location, supply chain, materials, and value engineering options
- Assess the technical / engineering issues that impact supply chain, materials, timing,

and value engineering options

Environmental studies

- Conduct Environmental Impact Assessment - addressing issues such as climate change, biodiversity, resiliency, land degradation and preservation alternatives
- Assess the opportunity for additional monetization of alternative and/or additional uses for the Project and associated land

Deliverable: Detailed Project Feasibility Assessment Report

STAGE 4 - PROJECT STRUCTURING

Following the choice for a Project ready for Project Preparation and in conjunction with the development of the Project(s) feasibility case for physical development, the appointed service provider will immediately proceed to assist with the development of the detailed financial business case and capitalization plan for the Project(s). Considerations for establishing the Project(s)'s structure and financing include:

Organizational/administrative

- Develop procurement plan for the Project

Public/private financing options assessment

- Assess Project Finance options (Public, Private, PPP, BOT, etc.)
- Assess Project Finance options for strategic investment from Operators, Developers,

Technical/engineering Impact

- Assess the technical and engineering aspects of the Project structures incl. impact on financing options
- Assess the cost and budgetary aspects of the Project and Project structures, including impact on financing options

Project Finance

- Undertake the Project financing models, e.g availability and terms of finance, revenue streams, and/or insurance or guarantees
- Test investment scenarios and provide evidence market testing for the model being proposed

Legal Structuring

- Legal structuring complete and clearly shows project can proceed as a financially viable

and regulatorily compliant Project

Deliverable: Detailed Project Structuring Report

STAGE 5 - TRANSACTION SUPPORT

Following the development of a strong physical and financial business case, the appointed service provider will immediately proceed to assist with the collateralisation of the final go to market procurement plan.

Considerations for the final go to market procurement plan include:

- Finalising project finance structure
- Finalising legal structure
- Finalising technical designs
- Collateral development
- Execution plan for procuring goods and/or services post financial close

Deliverable: Detailed Transaction Support Plan/ Report

PHASE 6 – FINAL AND CLOSEOUT REPORTS

The Service Provider must produce and submit a series of reports for each project(s). These deliverables must cover the contents highlighted on Stage 1 to 5 above.

Deliverable: Closeout Report

The table below details the requirements per deliverable/report:

Delivery No	Phases/Reports/Deliverables	Delivery/Report Topics Description
1	STAGE 1 – INITIATION AND INCEPTION	<p>The Inception report will describe the methodology and outline a draft table of contents for the FINAL report. The inception report must provide all stakeholders/industry participants that will be consulted for execution of the project through the Project Identification in the 4 District Municipalities and the Engagements conducted for the Project Preparation Process.</p> <p>Deliverable: Inception Report</p>

Delivery No	Phases/Reports/Deliverables	Delivery/Report Topics Description
2	<p>STAGE 2 - PRELIMINARY ASSESSMENT</p>	<p>The Preliminary Assessment Report will determine and assess the project environment, define the project, appropriate where project demand exceeds available resources, assess identified projects against defined selection criteria, identify key risks and opportunities prior to commencing will full scale preparation, project scope and budget for detailed preparation phase.</p> <p>Deliverable: Preliminary Assessment Report</p>
3	<p>STAGE 3 - PROJECT FEASIBILITY</p>	<p>The project feasibility report will determine the feasibility of identified projects, outline the concept, and provide an indication of the cost. The appointed Service Provider will immediately proceed to assist with the development of Economic, Social and Environmental Assessments and Appraisals to detail the impact of the business case for physical development of the project.</p> <p>Deliverable: Project Feasibility Assessment Report</p>
4	<p>STAGE 4 – PROJECT STRUCTURING</p>	<p>Following the choice for a Project ready for Project Preparation and in conjunction with the development of the Project(s) feasibility case for physical development, the appointed service provider will immediately proceed to assist with the development of the detailed financial business case and capitalization plan for the Project(s).</p> <p>Deliverable: Project Structuring Report</p>
5	<p>STAGE 5 – TECHNICAL SUPPORT</p>	<p>Following the development of a strong physical and financial business case, the Service Provider will proceed to assist with the collaboration of the final go to market procurement plan.</p> <p>Deliverable: Transaction Support Report</p>
6	<p>STAGE 6- FINAL AND CLOSE OUT</p>	<p>Deliverable: Closeout Report</p>

3. REPORTING REQUIREMENT

The following recurring reports would be required from the Service Provider as per format to be agreed upon with the employer.

- a) Initiation and Inception Report
- b) Preliminary Assessment Report
- c) Project Feasibility Report
- d) Project Structuring Report
- e) Transactional Support Report.
- f) Close Out Report.

4. PROFESSIONAL FEES CALCULATION

Professional fees excluding additional costs must 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 Professional Fees Stage/Phase according to the table below.

Deliverable No	Phases	% payable	Deliverables
1	STAGE 1 – INITIATION AND INCEPTION	10%	Detailed Inception Report
2	STAGE 2 - PRELIMINARY ASSESSMENT	20%	Detailed Preliminary Assessment Report
3	STAGE 3 - PROJECT FEASIBILITY	30%	Detailed Project Feasibility Assessment Report
4	STAGE 4 - PROJECT STRUCTURING	20%	Detailed Project Structuring Report
5	PHASE 5 - TRANSACTION SUPPORT	10%	Detailed Transaction Support Plan/ Report
6	PHASE 6 – FINAL AND CLOSEOUT REPORTS	10%	Closeout Report
	Total	100%	

5. QUALITY ASSURANCE

A project steering committee will form part of the Quality Assurance team with Project Steering Committee engagements to be scheduled per phase to interrogate the quality and content of each deliverable.

6. TIME FRAMES

The overall duration of the project is **36 month (3 years)**. Project preparation per project identified may run concurrently (parallel) with the aim of maximizing output within the overall duration of the project (36 months=3years).

7. SITE INVESTIGATION

Site inspections **must** be conducted for each proposed project, as and when the projects are identified, to assess the suitability of the locality of identified projects.

8. APPOINTMENT ARRANGEMENT

First Round of Appointment - One Successful Tender will be appointed first time in terms of a competitive selection process for a period of 36 months. The tender amount will be of the preparation of one project for the Work described in scope of work: Part C3 and the Bills of Quantities prepared by the Employer, both of which are appended to this tender. Upon completion of this round the employer will enter into an agreement with successful tenderer.

Second Round of Appointment – On as and when required basis within the 36 months period, the employer will issue an **As and When Work Order** to successful Tenderer in a specific region within the project area as indicated in Part C3: The scope of work. The **As and When Work Order** will provide more details on the actual work to be undertaken by the successful Tenderer. To some respect the **As and When Work Order** will include;

Part T2 - Returnable Documents
Part C1: Agreements And Contract Data
Part C2: Pricing Data
Part C3: Scope Of Work

Amongst others the employer will use the **As and When Work Order** to check the status quo of the Tenderer's capability since the first round of appointment.

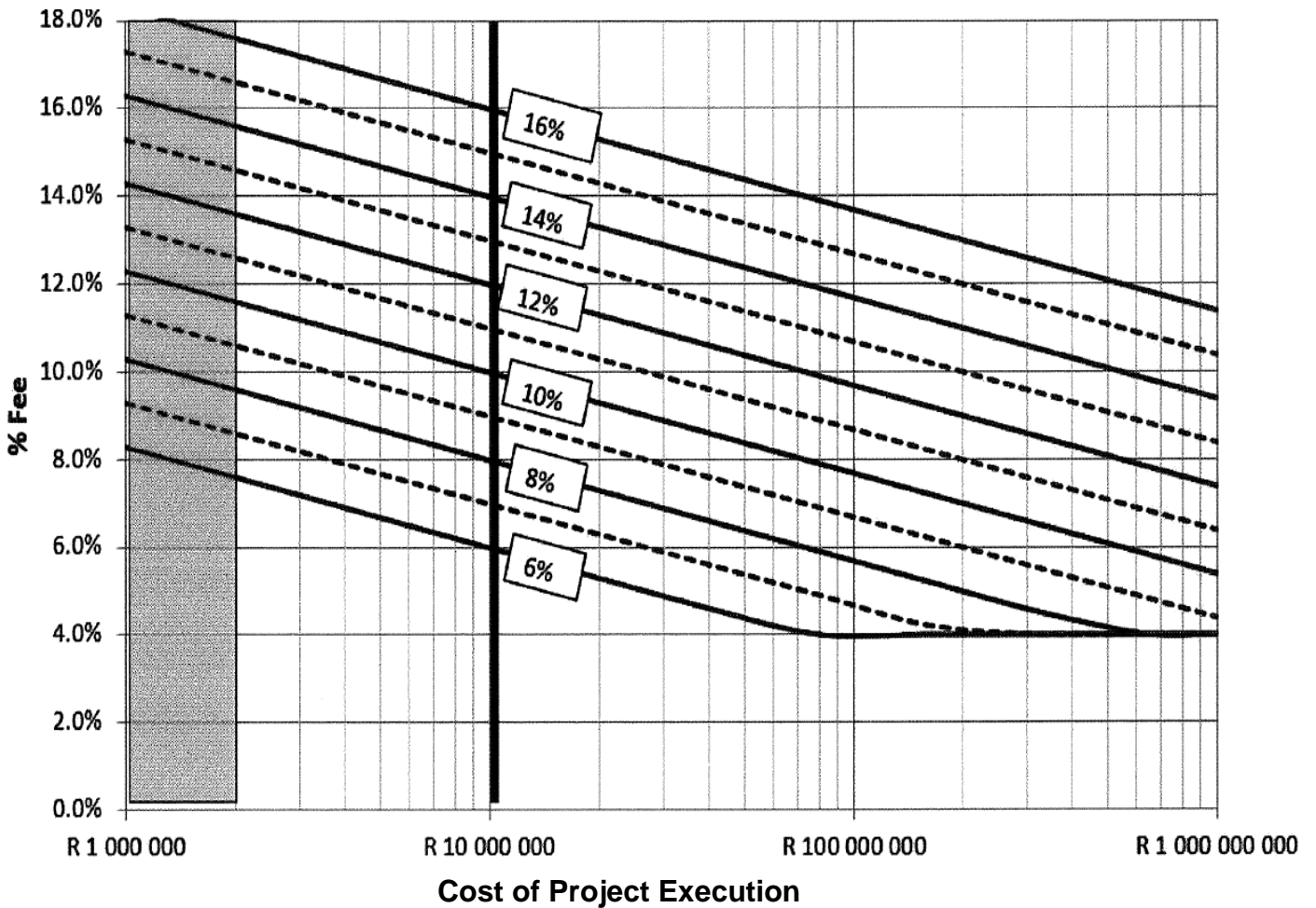
9. ADJUSTMENT OF FEES

Adjustment of Professional Fees

The cost estimate of execution of one project is to be **R 10 000 0000** (Vat Incl.) for tender purposes and later on when the employer issue an **As and When Works Order**, the final cost of 1 x project execution will be adjusted as follows;

In lieu of the above the estimate cost of 1 x project preparation excluding additional costs will be adjusted accordingly as per the graph below;

Typical professional fee expressed as a % of 1 x project execution cost



Adjustment of Pro Fees will be as per the example below;

Upward Adjustment.

If the cost of 1 x project execution is estimated at **R30 000 000**.

Taking into consideration that the Cost of 1 x project execution is estimated at **R 10 000 000** during the tendering stage and at issuing of an **As and When Works Order** the estimate cost for 1 x project execution is **R 30 000 000**.

In case where the successful tenderer tendered **11%** professional fees for the preparation of 1 x project to estimate **R 10 000 000** cost of 1 x project execution, the employer will then adjust the cost of 1 x project execution as in the horizontal axis of the figure above by following the **11%** to the **R30 000 000** cost of 1 x project execution and offset it against % fee in the vertical axis, the adjusted % professional fee will then be **9.8% of R 30 000 000**.

Downward Adjustment

If the cost of 1 x project execution is estimated at **R5 000 000**.

Taking into consideration that the Cost of 1 x project execution is estimated at **R 10 000 000** during the tendering stage and at issuing of an **As and When Works Order** the estimate cost for 1 x project execution is **R 5 000 000**.

In case where the successful tenderer tendered **11%** professional fees for the preparation of 1 x project to estimate **R 10 000 000** cost of 1 x project execution, the employer will then adjust the cost of 1 x project execution as in the horizontal axis of the figure above by following the **11%** to the **R5 000 000** cost of 1 x project execution and offset it against % fee in the vertical axis, the adjusted % professional fee will then be **11.8% of R 5 000 000**.

10. GENERAL REQUIREMENTS OF THE TENDERER

Tenderers must demonstrate knowledge and practical experience in the following: infrastructure project preparation, project pre-feasibility and feasibility, project structuring, project financing and modelling and project transactional support. This experience must only relate to instance where the tenderer acted as the main/principal consultant.

The Successful Tender must have within their employ the following resources

- Civil Engineer
- Electrical Engineers
- Mechanical Engineers
- Quantity Surveyors
- Financial/Economic Experts in Infrastructure Development
- Legal Experts in Infrastructure Contract Law.

The successful Tenderer must have an acceptable operational office with necessary support staff, hardware and software.

11. INFORMATION PROVIDED BY THE EMPLOYER

There is currently no information that the Employer will provide. On completion of the Eastern Seaboard Development Regional Spatial Development Framework, which is currently underway, the Service Provider will receive a copy of the final product to guide decisions regarding the spatial desirability of proposed projects and determination of their need in relation to the spatial vision on the Eastern Seaboard Development.

12. SUBCONTRACTING

Should the Service provider subcontract work, it should not be more than 25% of the total value of the contract.

13. PERMITS AND WAY LEAVES

All authorisations and specialists' studies relating to the preparation of any project identified shall be the responsibility of the Service Provider.

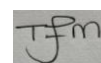
14. STAKEHOLDER MANAGEMENT

The Eastern Seaboard Development/ New Coastal Smart City is a multi-sectoral initiative; 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) Ensure that economic, social, and environmental success is accurately represented and understood by all relevant parties and communities.

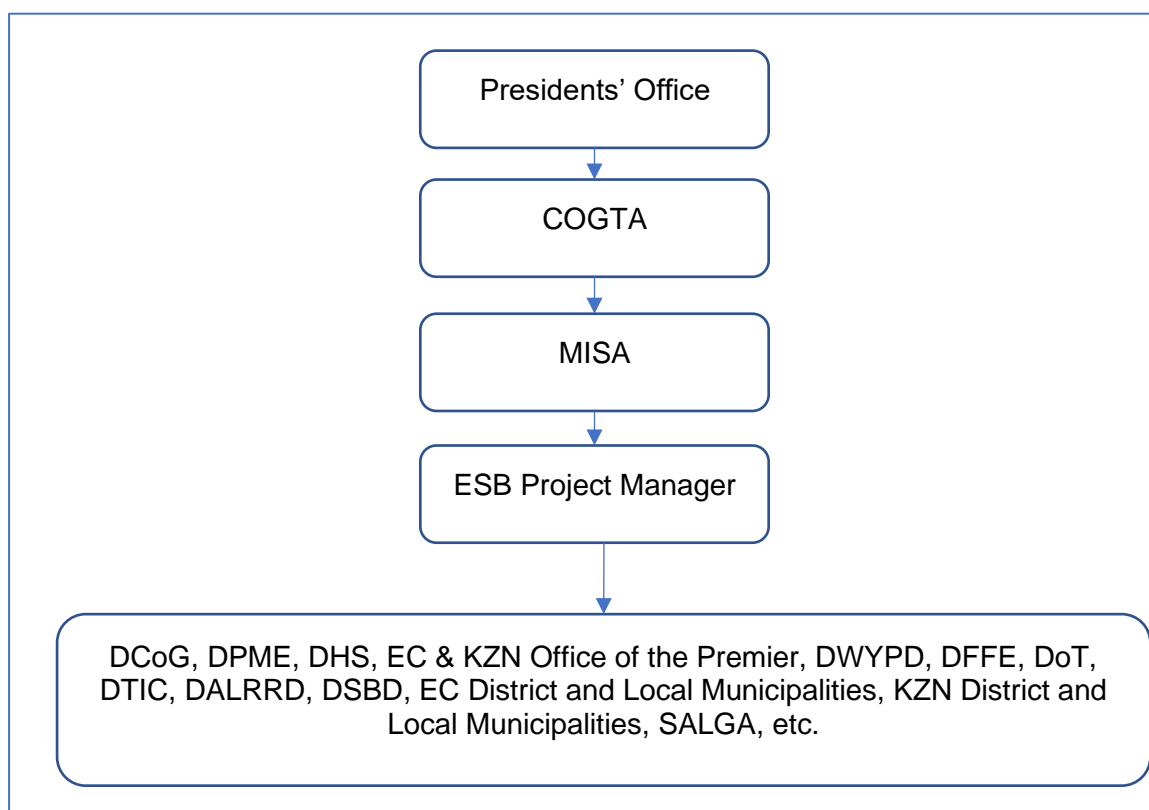
Stakeholder	Roles and Responsibilities
MISA	Project Managers of the ESD Project Preparation project rollout and provide technical support to the municipalities, steering committee and service provider.
COGTA	Work hand in hand with MISA to ensure alignment projects and objective
LOCAL, DISTRICT & METRO MUNICIPALITIES:	Assist DCOG and MISA by identifying projects (were appropriate) for projects to be prepared Assist with acquiring the relevant signatories, documentation, and information for project preparation
DPWI	Support DCOG and MISA with technical expertise in the ESD roll-out taking lessons from Expanded Works Programme
SALGA	Support the roll out of the programme across the local and, district municipalities. Represent, promote and protect the interests of local



Stakeholder	Roles and Responsibilities
MISA	Project Managers of the ESD Project Preparation project rollout and provide technical support to the municipalities, steering committee and service provider.
	governments and to raise the profile of local government, amongst other objectives.
OTHER PARTICIPATING SECTOR DEPARTMENTS	Collaborate, support, and identify key projects for implementation that meet the objectives of the ESD Monitor the interest of
PROVINCIAL COGTA's	Support the program through monitoring and support municipalities with the roll-out of the ESD
NATIONAL TREASURY	Support with compliance to applicable legislations e.g. MFMA, SCM regulations

15. REPORTING STRUCTURE

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



16. RISK MANAGEMENT

The Service Provider is responsible to identify relevant risks to the project and is expected to factor these risks into the pricing Schedule and to take steps to mitigate these risks during the period of providing the service. These risks may include:

- a) Limited information for the developments in the Eastern Seaboard Development.
- b) Lack of infrastructure data and information from the Municipality and other stakeholders.
- c) Insufficient stakeholder involvement.
- d) Protracted delays by the municipality and other stakeholders in providing available information relevant to projects
- e) Unclear information and parameters from relevant stakeholders.

Risk	Risk Description	Impact	Likelihood	Mitigation
Availability of relevant projects within Local Municipalities	Lack of infrastructure projects meeting the objectives of the ESD	High	High	MISA to support the identification of relevant projects through the MISA PPMs and the Infrastructure Financing Unit
Understanding of spatial vision of the ESD	General lack of understanding of the ESD and its spatial vision	Medium	Medium	MISA to ensure alignment of identified municipal projects with the spatial vision of the ESD as outlines in the Regional Spatial Development Framework
Willingness to participate in the ESD from the side of municipalities	Lack of willingness by Municipalities to participate in the ESD and support the identification of projects	High	High	MISA to constantly communicate the ESD project preparation progress through the Joint Accounting Officers Forum
Delays in municipal delays	Delays from municipalities with granting the required approvals for studies required for project preparation	High	High	MISA to engage Municipal Accounting Officers on the support and speed of providing the necessary approvals



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

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PART C3 : SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

NOT APPLICABLE



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

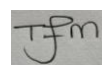
Tender no.:

PROJECT: Appointment of a Service Provider to conduct project preparation for Eastern Seaboard Development as and when required for a period of three years

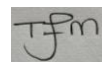
PART C4 : SITE INFORMATION
NOT APPLICABLE

- C4.1 LOCALITY PLAN
- C4.2 CONDITIONS ON SITE
- C4.3 TEST RESULTS

C4.1 LOCALITY PLAN



C4.2 CONDITIONS ON SITE



C4.3 TEST RESULTS

